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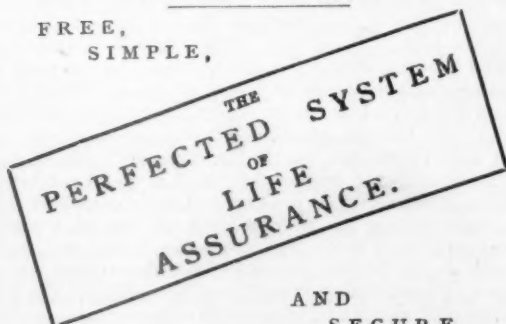
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Contents.

CURRENT TOPICS.....	271	SOCIETIES.....	288
A MUCH NEEDED OFFICIAL.....	274	OBITUARY.....	284
APPEALS IN HIGH COURT ACTIONS.....	275	LEGAL NEWS.....	284
CONTRACTS NOT TO BE PERFORMED.....	276	COURT PAPERS.....	285
WITHIN A YEAR.....	276	WINDING-UP NOTICES.....	285
REVIEWS.....	277	CREDITORS' NOTICES.....	286
CORRESPONDENCE.....	277	BANKRUPTCY NOTICES.....	287
NEW ORDERS, &c.....	283		

Cases Reported this Week.

Baron v. Baron.....	282
Bourne & Hollingsworth v. St. Marylebone Borough Council.....	281
City of London Electric Supply Co. v. Perkins.....	281
Crump v. Lewis.....	282
Glukman, Re. Attorney-General v. Jefferys.....	279
James Nelson & Sons (Lim.) v. Nelson Line (Liverpool) (Lim.).....	278
Lavalette v. Riches & Co.....	279
Peun v. Spiers & Pond (Lim.).....	280
Tate v. Fullbrook.....	279
Walker, Re. McColl v. Bruce.....	280
Wilson v. Stevens.....	282
Wilson v. Wilson.....	283

Current Topics.

The Land Transfer Acts.

A FURTHER stage has been reached in the controversy with regard to these Acts. At a recent meeting of the London County Council it was announced that a communication had been received by the General Purposes Committee from the Lord Chancellor stating that he would be happy to get appointed a Royal Commission or committee of inquiry upon the subject of the working of the Land Transfer Acts in London.

Petitions for Prolongation of Patents.

SECTION 18 of the Patents and Designs Act, 1907, provides that a petition for prolongation of a patent may be presented to the court by a patentee "after advertising in manner provided by Rules of the Supreme Court his intention so to do." In similar proceedings in Scotland an Act of Sederunt is substituted for Rules of the Supreme Court. An Act of Sederunt has recently been passed in Scotland providing what advertisements the applicant for prolongation is to issue, and what such advertisements are to contain. The new procedure for prolongation cases is, therefore, in working order in Scotland; but in England, we believe, no rules of court have yet been made under the section. This delay is inexcusable, but it is not unprecedented. Section 35 of the Trade-Marks Act, 1905, gives the court jurisdiction to rectify the Register of Trade-Marks "on the application in the prescribed manner of any person aggrieved." "Prescribed" means (section 3) prescribed by rules of court, but no rules have as yet been issued dealing with the matter, although the Act has been in operation nearly two years. Really the Rule Committee wants waking up.

The Redistribution of County Courts.

WE PRINT elsewhere an order which has been made by the Lord Chancellor under sections 12 and 13 of the County Courts Act, 1888, redistributing the towns on some of the county court districts, and providing in certain cases for joint judges. Section 12 empowers the Lord Chancellor to direct that there shall be two judges of a district or districts, and section 13 empowers him to alter the distribution of the districts among the judges,

and to remove a judge from one district to another, and to direct that any judge shall sit as an additional judge in any district or districts. The most noteworthy provision of the new order is that under which Judge BRAY is brought from Birmingham to be joint judge of the Metropolitan county courts, including Wandsworth. This means a substantial relief to the work of these courts, and Judge BRAY's removal to London will be an accession of strength to the metropolitan county court bench and a welcome boon to suitors. To fill his place at Birmingham Judge AMPHLETT leaves the Surrey district, to which he was recently appointed in the place of the late Judge RUSSELL, and this district is assigned to Judge HARRINGTON, who has hitherto been joint judge with Judge BRAY at Birmingham. These changes seem to require the appointment of an additional judge to fill the place thus vacated at Birmingham. But apparently the resources of the Treasury will not admit of this, and an attempt is made to give the necessary help at Birmingham by relieving Judge RUEGG, on the Staffordshire circuit, of a couple of towns, and appointing him joint judge of Birmingham in addition to his own circuit. How this will suit the Birmingham work we have not the means of judging. A considerable number of minor changes are made in various districts, but these appear to be dictated by local requirements, and not to indicate any general policy of relieving county court judges of the increased work imposed on them by recent legislation. This, indeed, could only be done by adding to the county court bench, and it may be hoped that the present order will not be regarded as a permanent substitute for more effectual measures.

The Trial of "Franz von Veltheim."

THE TRIAL at the Old Bailey of the prisoner KURTZE, alias FRANZ VON VELTHEIM, on the charge of sending letters demanding money with menaces, has supplied the newspapers with abundant material for their reports, and some of them appear to regard the career of the criminal with more indulgence than it deserves. This is perhaps due to the fact that he is a man of imposing physique and pretentious manners, and although he has no advantages of birth or education, he persistently assumes the part of one who has claims to rank or social position. But the lawyer and man of the world, who shuts his eyes to the personal appearance of the prisoner, and considers only the long list of offences of which he is accused, can only regret that the punishment of so shameless a malefactor was deferred to a late period of his life. Conspicuous among these offences is that of bigamy, which is described by Baron HUME, in his Commentaries on the Law of Scotland, as being, "with respect to the second spouse, where she (as commonly happens) is ignorant of the impediment, a foul and infamous act of deceit." The main object of this cruel and wicked deception, both in the case of the prisoner KURTZE and that of another case of bigamy tried recently at the Bristol Assizes, was the control of the money belonging to the unfortunate women who were deceived. So atrocious an offence can hardly be visited with too heavy a punishment, and it may be as well to remember that the easy and unceremonious manner in which a marriage may be contracted at the present day has rendered the prevention of bigamy more difficult.

Waiters' Tips and the Workmen's Compensation Act.

THE COURT of Appeal have been guided by common sense rather than legal technicality in their decision in *Penn v. Spiers & Pond (Limited)* (reported elsewhere), that a waiter's tips must be included in his "earnings" for the purpose of assessing compensation payable under the Workmen's Compensation Act, 1907. The opposite decision of the late Judge RUSSELL, on the hearing of the case in the county court, appears to have been based upon the principle that the "earnings," which under Schedule I. are to be the basis of compensation, must be remuneration either paid directly by the employer to the workman or received and retained by the workman under an express contract with the employer. But this does not allow for the notorious custom in certain employments for the wages paid by the employer to be supplemented, to the employer's knowledge, though under no express contract, by presents received from customers. The practice of tipping doubtless has its origin in the notion of the tipper that the tipped is performing some extra

service at the cost of extra exertion. When it is habitually extended to remunerating ordinary services, the employer sees his opportunity and reduces the ordinary wages in proportion; at least, this would be the result if the amount of the tips could be nicely calculated. Whether in fact the practice of tipping increases the total remuneration of waiters and other similar classes is a matter on which it would be dangerous to dogmatize. However, the ethical and sentimental and economic basis of tipping is too wide a subject to pursue. The fact remains that waiters look to tips as a substantial source of income, and employers know that this is so, and reap the benefit in a more or less diminished scale of wages. Hence, when an accident happens, and compensation has to be assessed on the basis of earnings, it is only fair that the average receipts from tips should be included. In the present case the workman was a railway restaurant car waiter, and his profits from this source were reckoned at 10s. or 12s. a week. The Master of the Rolls, in treating these as earnings, was careful to confine the principle of the decision to cases where tips are a recognized and regular source of income, and he excluded cases where the tips were illicit, or where their receipt involved neglect or breach of duty towards the employer, or where they were simply casual.

The Public Trustee's Latest Pronouncement.

THE PUBLIC Trustee has displayed a zeal altogether unusual and surprising; he has shewn himself to be an official of great resource and boldness, revelling in new departures and unconventional methods, and although quite a novice in bureaucracy, he has shewn an aptitude for advertising himself and his office in a way which has somewhat startled an old-fashioned and retiring world. Of these methods we have already had occasion to speak in these columns, but our present purpose is to draw attention to his latest pronouncement on his mission, which, if we may say so, is quite in his best manner, and affords much food for reflection. We refer to his address the other day in the City to the Institute of Bankers; a full report however, of which we have not seen. It is at first sight a little difficult to see why a Public Trustee should be called upon, if he was called upon, to address an Institute of Bankers. *Prima facie* an ordinary official could hardly be expected to give much useful information to a body of men of whose business he presumably knows little or nothing. But the Public Trustee is not an ordinary official, and, holding as he does, that his office is all-embracing, he is ready to give addresses at all times and seasons, to all sorts and conditions of men, *de omnibus rebus et quibusdam aliis*. That, perhaps, is one reason. There is, however, a more probable and a more weighty one. Bankers, like a good many other people, may be a little uneasy as to how far the Public Trustee proposes to interfere with trust business and trust accounts, and may have wished to have their fears allayed. This seems a very natural explanation, and we suppose it is the true reason, and it is borne out by the statement in the *Times* that the Public Trustee "shewed tactful anxiety to convince his hearers that the Act would not interfere with the relations between bankers and their customers." But whatever the reason, the address itself was not of a nature to rouse any enthusiasm in the legal profession. Speaking generally, the Trustee explained that the work of his department was to be inexpensive, businesslike, and unfettered by red tape. The Public Trustee, he said, was not to be approached by formal proceedings, requiring to be satisfied of the most trifling fact by expensive proof, but a man empowered to use his own judgment, to make inquiries for himself, and to take the initiative in the interests of the trust. It would be his object to conduct the department on business lines, making the office as accessible as possible to the public and avoiding forms as far as practicable.

The Public Trustee on Trust Investments.

MR. STEWART also made some observations on the subject of investments. He looked forward to his department being of use in investments. In many trusts, he said, the object of the trustees is to avoid trouble as much as possible, and he questioned whether trustees troubled themselves with a constant review of the trust investments with the view of securing better results for capital as well as income. He proposed in connection with his department to have a periodical survey of investments from various points of view. In trusts already transferred to him

he had seen cases where no change of investment had taken place for twenty years. This might be right in certain cases, but as a rule it was a course which a business man would not follow. Now all this from one point of view is quite satisfactory. It is admirable in theory, and eminently plausible. They are brave words, and if they could be translated into practice without loss or damage to anybody, we should be almost within sight of a legal Utopia. On the face of it, the mission of the Public Trustee would seem to be the regeneration of our legal system so far as it relates to the administration of trusts. In other words, it is, on paper, a philanthropic scheme to save expense to trust estates. But Mr. C. J. STEWART is not, so far as we are aware, a philanthropist; he is a shrewd business man, and an astute official, and, being such, he is not likely to allow any foolish notions about philanthropy to interfere with his commercial instincts. As a public official he is bound to do his best to make his department a success, and he can only do this at the expense of the public. It is all very well to talk about "inexpensive" proceedings, but he has not, so far as we know, ever condescended to details and explained how it is to be done. We are the more sceptical on this point because, as we pointed out in a former article, the Public Trustee is entitled to the fees prescribed by the Act in addition to the ordinary expenses payable out of the trust property in the case of a private trust. We are also sceptical about the success of a quasi-judicial office in which there are to be no formal proceedings and no "expensive proof" of trifling facts. Formal proceedings and strict evidence of even trifling facts have been found to be necessary by long experience in order to secure justice, and any departure from the practice of the courts must be fraught with danger to the trusts and will be likely to land the Public Trustee, sooner or later, in a quandary of his own making.

Lawyers and Temperance.

THE LORD Chancellor presided at the annual meeting of the Royal Courts of Justice and Legal Temperance Society in the Inner Temple Hall on Thursday, the 13th inst., and on the platform there were the Lord Chief Justice and several judges and officials of the High Court. Few persons will read without approval the words of the Lord Chancellor, who expressed his opinion that, however high those present might place the effect of statutory enactments, they might be quite certain that the individual work of men and women who spent their lives in promoting temperance would be far more operative than the most stringent legislation. In reading the report of this meeting we could not but think of the changes which time has brought into the profession, and how difficult it is to imagine that Lord ELDON, as Lord Chancellor, could have presided over a similar gathering in the year 1808. The career of Lord ELDON was eminently respectable, and we believe that on more than one occasion he followed the example of his sovereign, GEORGE III., by referring to the fact that he had a higher standard of morality than that which prevailed in the age in which he lived. But we can hardly suppose that Lord ELDON, with or without the assistance of his brother Lord STOWELL, would have given his support to a society engaged, amongst other matters, in the promotion of total abstinence from alcoholic beverages. The Bishop of St. ALBANS, who was one of the speakers at the meeting on the 13th inst., said that the English were a practical people, and did not like laws that went beyond the public opinion of the day. We are afraid that the opinion of the legal profession in the days of Lord ELDON was a serious obstacle to the progress of temperance. Lawyers are sociable, and it was generally believed in the days before Queen VICTORIA that good fellowship could not subsist without a liberal indulgence in strong drink. We trust that the history of the present reign may shew that this belief is wholly without foundation.

Guarantee or Primary Liability.

THE CASE of *Reid Brothers v. Wright*, tried on the 15th of February, by PHILLIMORE, J., without a jury, is another instance of actions in which it is possible by a finding of fact to escape the operation of the Statute of Frauds. The action was to recover the amount due for clothing supplied to one DURNBACH. The defendant had introduced DURNBACH to the plaintiffs, who were tailors, and he gave them an order for £60 worth of clothes.

After these clothes had been put in hand, the plaintiffs, according to their evidence, refused to deliver them to DURNBACH unless he paid for them in cash. They communicated their decision to the defendant, and he undertook, in order that DURNBACH might have the clothes, that he would pay for them. The evidence of the defendant was that, when he was told that the plaintiffs would not deliver the goods without cash, he assured them that DURNBACH would pay, and that if he did not, he, the defendant, would see that they had their money. The question was, therefore, whether credit was given to the defendant—that is, whether the goods were really sold to him though delivered to another, and the case was, therefore, not a promise to answer for the debt, default, or miscarriage of another, but an original liability. This question used often to arise at *Nisi Prius*, and such nice distinctions were taken on the wording of the promise as to make it impossible to lay down any precise rule of construction. The jury were asked to say to whom the credit was given, and the sympathy of the jury was invariably with the plaintiffs. In the present case the learned judge came to the conclusion that the defendant had made himself liable for the goods, and he gave judgment for the plaintiffs. The enactment, according to BLACKBURN, J., in *Mountstephen v. Lakeman* (L. R. 5 Q. B. 613), was aimed against what the Legislature deemed the mischief of allowing a person to be fixed with liability for another by loose and idle talk, but decisions like that in *Reid v. Wright* tend largely to curtail its operation.

Can a Man Make Two Last Wills?

It is a not uncommon, and very convenient, practice for a British subject, who is fortunate enough to have property in two separate parts of the empire, governed by different laws, to make one will with respect to the property in one jurisdiction, and another will with respect to the property in the other jurisdiction. Another plan is to make one will only, but to appoint two sets of executors or trustees—one set to deal with each set of properties. Since, where the latter plan is adopted, the property in each jurisdiction vests in the executors or trustees appointed for that jurisdiction, and in them only, it might be supposed that a testator could, by making two distinct wills, divide his property into two parts as effectually for all purposes as if there had been two testators as well as two wills. Any such notion must, if it were ever entertained, now be considered as having been exploded. This is the effect of a decision of the Judicial Committee of the Privy Council—*Douglas-Menzies v. Umphelby* (*Times*, 17th February). There the testator (a domiciled Scotsman) had property in Scotland and in Australia, and he made a separate will with respect to each set of property. By the Scottish will he declared that that will was to be construed and administered according to the law of Scotland; by the Australian will he declared that that will was to be construed and administered according to the law of New South Wales. The widow was given large benefits under both wills, but by Scottish law she was entitled to repudiate the testator's testamentary dispositions, and claim her *jus relictae*. She did in fact make this claim, and the claim was established in the Scottish courts. It was contended that the widow, notwithstanding she had repudiated the Scottish will and taken her *jus relictae*, could still claim the gift made her by the Australian will. This view prevailed in the Supreme Court of New South Wales. On appeal to the Judicial Committee that decision was reversed, and it was held that the two wills could just as well have constituted a single document, and must be read together; that the widow had by Scottish law a right to elect whether she would take under or against the will, and that, having elected to take against the will, she could now take no benefits under the Australian will. "It was," said Lord ROBERTSON, "inaccurate to speak of a man leaving two wills; he did leave, and could leave, but one will." "The law, on a man's death, found out what were the instruments which expressed his last will."

Tender of Railway Fare with Demand of Change.

PASSENGERS by railway, who are accustomed to ask for change when paying for their tickets and to wait with much impatience while other passengers receive change, would be surprised to hear that the company could insist upon the production of the amount due for the fare and nothing more. A correspondent has written

to the *Manchester Guardian* to complain that, on tendering a sovereign at a suburban station, the booking clerk was unable to give him change, a result of the consequent delay being that he missed his train and was deprived of the pleasure of an afternoon in Derbyshire. Withington, where the incident occurred, is on the Midland Railway, and he is desirous of knowing how far he has any redress against the Midland Railway Co. for their failure to have the necessary change at hand. The only answer is, that there is no legal obligation on a railway company's servant to provide an intending passenger with change. By the general law, a tender by a debtor of a larger sum than the amount due, as in the case of a banknote for the larger sum out of which he requires change, may be objected to on the ground of want of change. In *Battersbee v. Davis* (3 Camp. 70) Mr. Justice LE BLANC says, that if £3 10s. could be tendered by a note for £5, so it might by a note for £50,000. It is unnecessary to add that the creditor does not usually stand upon his rights, and the usage in nearly all the transactions of life is to supply the debtor with a reasonable amount of change. The buyer of books to the amount of nine shillings who asks for a shilling out of half a sovereign is in a different position from the lady in an omnibus who has to pay a twopenny fare, and having only half a sovereign with her, expects the conductor to give her change. The accommodation to be extended to those from whom money is due is regulated by good sense and convenience, and cannot be precisely defined by any system of law.

Void Letters of Administration.

THERE SEEMS to be no case reported in England where letters of administration have been granted in respect of the estate of a person who is still alive. In *Williams on Executors* (10th ed., at p. 441) it is said, with reference to the grant of probate or administration being sometimes a nullity: "It may be proved that the supposed testator or intestate is alive: for in such case the Court of Probate can have no jurisdiction, nor their sentence any effect"; but the case cited in support of this was a case of a forged will. On p. 455 it is said: "The fact that the person of whose estate administration has been granted is still living is a sufficient ground for revocation," but no instance is given of such a case having occurred. In Australia, recently, a case of this sort did occur—*Ex parte Keegan* (1907, 7 S. R. (N. S. W.) 565). KEEGAN left his home in 1890, and nothing was heard of him for fourteen years. In 1903 letters of administration to his estate were granted to his wife. Meanwhile some land belonging to KEEGAN had been compulsorily acquired by a public authority, and the compensation money was paid to Mrs. KEEGAN as his administratrix. KEEGAN subsequently returned and claimed compensation for the land, and it was held by the Supreme Court of New South Wales that the letters of administration were a mere nullity, as having been granted without jurisdiction, and the fact of the previous payment to Mrs. KEEGAN was no bar to KEEGAN's claim to be paid for his land.

The Law with Regard to Opium Smoking.

THE NINTH Chamber of the Tribunal of the Seine has under consideration the question whether the French laws, so far as they prohibit the sale of opium and extracts from opium, extend to the supply of this drug to opium smokers. The appellant, a dealer in Chinese and Japanese wares, had among her customers a number of opium smokers, to whom she afforded all facilities for the indulgence of their habit. A penalty of one thousand francs having been imposed upon her, she appealed to the Chamber, where her advocate contended that the ordinances affecting the sale of opium did not apply to "chandoo," the preparation used by opium smokers. The decision is expected with interest, for opium smoking is said to be widely prevalent among military and naval officers in France. Opium smoking is not unknown in London. In the unfinished novel of "Edwin Drood," by CHARLES DICKENS, published in 1870, there is a description of a place in the East End of London where an opium smoker is supplied with all that he requires, and the description of the woman who furnishes the opium, and of the room appropriated to the smoker, appears to be founded upon the observation of the writer. But we cannot remember that any proceedings

have ever been taken with regard to opium smoking under the English Acts regulating the sale of opium.

The Patents Act, 1907.

THE GOVERNMENT have introduced a Bill to amend the Patents and Designs Act, 1907, a measure to which we recently called the attention of our readers (*ante*, p. 109). The Bill contains one clause only, which is as follows: "It is hereby declared that so much of sub-section 2 of section 92 of the Patents and Designs Act, 1907, as provides that the decision of a judge of the High Court to whom a petition is presented by virtue of that Act is to be final does not apply in the case of a petition for the revocation of a patent under section 25 of that Act." The object is to deal with the muddle to which we drew attention (*ante*, p. 110), and to provide that in all cases of petitions for revocation of patents there shall be an appeal from the judge of first instance. Of course, the idea underlying the Bill meets with our approval. We protested from the first against the principle, embodied in the Act of 1907, of making the decision of a judge of first instance final in so important a matter as the revocation of a patent, which may be, and often is, of great value to the owner (see 51 SOLICITORS' JOURNAL 371). But while approving of the Bill, as far as it goes, we think that its principle ought to be made applicable to appeals to the court from applications for revocation made to the Comptroller under section 27 of the Act of 1907.

A Much Needed Official.

THE recent development of the modern tendency to officialism, shown in the appointment of the Public Trustee as an official man of law, suggests, in all seriousness, the advantages which would arise from constituting a somewhat similar office in the person of an Official Man of Straw. Very little consideration is needed to shew the varied nature of the duties which such an official could usefully discharge. Thus, it is well known that, in the case of executors who find themselves and their testator's estate burdened with onerous leaseholds which have come to their testator by assignment, it is "their legal and moral duty" to assign them over at the earliest possible opportunity, and that they may, on the express authority of Lord COTTENHAM, assign them even to a pauper. Some difficulty is at present naturally experienced in such cases in finding a suitable assignee, or, indeed, any assignee at all. There is necessarily something invidious in the selection of an appropriately impecunious acquaintance or nominee of the assignors, to say nothing of the serious risk run by the assignee himself in the prospect of his subsequent acquisition of substantial means, and of an attendant considerable personal liability. With the appointment, as suggested, of an Official Man of Straw the difficulty vanishes. The assignment would be properly made to him in the first instance, and if, for any later dealings with the property, it should be desired to take a surrender or assignment, the whereabouts of the estate would have meanwhile been officially recorded, and the present customary delay and expense necessary for tracing its devolution would all be avoided.

Another wide sphere of usefulness for the new official would be with respect to what is known to conveyancers as the "outstanding legal estate." The difficulty of tracing and getting this in is proverbial, especially when it can be used as a weapon of offence in the hand of an unwilling purchaser, who never hesitates to allege that it is the one thing which prevents the completion of the purchase. It is also notorious that, notwithstanding all maxims of equity to the contrary, many an otherwise shipwrecked puisne incumbrancer has, with sufficient appearance of *bona fides* to deceive the court, got in this legal estate as his *tabula in naufragio*, and thus defeated the claim of an admittedly prior mortgagee. By a simple enactment to the effect that any outstanding legal estate of more than a specified antiquity should after a certain date vest in the Official Man of Straw, and be held by him for the person best entitled to it, all these specious practices would be defeated.

Then there is the well-known "dry" or "bare" legal estate, an undefinable entity with a quite unjustifiable existence, but some-

times requiring as much attention in the pages of an abstract of title as if it were "fed" or "clothed" with the entire beneficial interest. There is also a tradition in the Chancery Division that on one occasion no less a master of the law than the late Sir GEORGE JESSEL professed his utter inability to say where the legal estate was, and it is believed in that particular instance to be lost, even at the present day.

It is quite unnecessary to suggest other circumstances under which the proposed official would be invaluable. He would, no doubt, in the modern fashion, freely advertise his own merits and those of his office, and any salary in reason would be amply earned. This salary must, of course, be unattachable, and he would probably do well to have nothing else to live upon, so that he might not be called upon to discharge, at his own expense, any obligations *primâ facie* incident to the estates vested in him. To write or say of an ordinary person that he is a man of straw has been held to be an imputation of insolvency; no such difficulty could arise from any allusion to an officer of the court by his proper official title.

The new official might even be formally attached to the Land Registry, if that office is thought to have sufficient prospect of permanency to support him, and the difficulty at present incident to dealing with the legal estate on registered titles might be met by providing that, immediately on registration, the legal estate should vest in the Official Man of Straw, and attend the inheritance, or whatever may be its exact present equivalent under the Land Transfer Acts, in the registered property.

Appeals in High Court Actions.

It is safe to say that no one part of the Rules of the Supreme Court is beset with so many difficulties as the rules relating to appeals in High Court actions. One would reasonably expect to find the rules providing clearly for when, how, and to whom any appeal from any decision by any tribunal can be brought, but the odd fact is that, where any rules exist at all, they are in several particulars characterized by serious difficulties in deciding as to what cases they apply to, and, with regard to some appeals, rules are conspicuous by their absence. It might further, not unnaturally, be supposed that, such being the actual state of things, the courts would look with a lenient eye upon mistakes made by a party's legal advisers when really caused by these difficulties, and not bar the litigant's right to have the opinion of the higher tribunal upon his case on account of such a mistake. In some cases the Appeal Courts have shewn a readiness to so act, but in others the court has again and again declared that the mistake of a solicitor's clerk, solicitor, or counsel is not a sufficient reason for extending to the litigant the benefit of the exercise of its discretion in his favour.

This is particularly the case with regard to applications for extension of the time limited by ord. 58, r. 15, for appeals to be brought in cases of trial without a jury. This rule makes a difference between the times for appealing from an interlocutory order and from a final order or judgment, except in any matter not being an action. Now, what orders are final and what interlocutory is so delicate a point that the greatest judicial intellects have been considering it and laying down rules about it ever since the Judicature Act; it is practically impossible to reconcile the numerous cases on it; and, as a means of escape, it has been recently stated that the most desirable way of dealing with the difficulty is for the Rule Committee to frame a new rule: see *Re Croasdel and Cammell, Laird, & Co.* (1906, 2 K. B., at p. 573, per Lord COLLINS, then Master of the Rolls), *Re Jerome* (1907, 2 Ch., at p. 147, per COZENS-HARDY, M.R.), and *Baker v. Faber* (1908, W. N. 9). This makes the decisions that a mistake made by a litigant's legal advisers as to the time for bringing the appeal an insufficient reason for the court granting an extension all the more surprising and somewhat hard: see *International Financial Society v. City of Moscow Gas Co.* (1877, 7 Ch. D., p. 247), *Re Coles and Ravenshear* (1907, 1 K. B. 1). It rather looks as though the Court of Appeal recognized this, for in the still more recent case of *Baker v. Faber* (*suprà*), where a mistake was made by counsel as to the proper time within which to

appeal against the ruling of a judge in an action tried with a jury, the mistake was allowed as sufficient reason for extending the time. It was held in this case that ord. 39, r. 4, determined the proper time for applying.

Now, rules 3 and 4 of that order appear to apply in terms to "every application for a new trial," but it is clear, on carefully reading them, that they only apply to applications where the trial has been with a jury (see *Gower v. Tobitt*, 1891, 7 T. L. R. 182, following *Glasbrook v. Owen*, 1890, 7 T. L. R. 62, and compare rules 1 and 1A of order 39); and they apply, it is now clear, in such cases, whatever the application be, whether for a new trial or to set aside the judgment entered and to enter any other judgment: ord. 40, rr. 3 and 4; *Baker v. Faber* (*suprà*), and see note as to *Fryer v. Church Agency (Limited)* in 47 SOLICITORS' JOURNAL, p. 361 (1903). Nothing is said in rules 3 and 4 of order 40 as to the time in which the applications there mentioned are to be made; rule 4 mentions applications to set aside the judgment, whether the trial has been with or without a jury; ord. 58, rr. 3 and 15, in terms apply to all appeals to the Court of Appeal, and give different times for appealing to those given by ord. 39, r. 4. The rules being, therefore, so very far from clear, it was considered a case for the exercise of the discretionary power given to the court by ord. 64, r. 7. A distinction was drawn between applications for "special leave" under ord. 58, r. 15, and for extension of time under ord. 64, r. 7, but it seems a matter for regret that it has not been considered possible to call in the latter rule to aid the former, since it gives the court power to enlarge the time "appointed by these rules"—i.e., any of the rules. At present a mistake in calculating time for appealing where the trial has been with a jury may possibly be excused under ord. 64, r. 7, while a similar mistake, where the trial has been without a jury, though made under circumstances of equal difficulty, apparently may not be excused, since ord. 58, r. 15, is the only rule to which resort can be had, and cases decided under that rule bar the way. There is no difference between the two kinds of trial in the principle underlying any objection to extend the time for appealing—viz., that the party in whose favour a judgment has been given has, after the time limited for appealing has elapsed, a vested right in the judgment of which he ought not to be deprived except on special grounds. But the effects of a mistake may be different now.

It has been made clear, it is hoped, that at present the rules mentioned say in terms one thing and mean in practice another, or something less or more. If it be deemed necessary to continue the difference, so far as time for appealing is concerned, between actions tried with, and those tried without, a jury, the sooner the rules are made to agree in terms with what it has been decided they mean in reality the better. But is there actually any need why the difference should be continued? If not, the matter might be made extremely simple as compared with the present complexity. The addition to the words "every application for a new trial" in ord. 39, r. 3, of the words "or to set aside the judgment entered and enter any other judgment after a trial with or without a jury, shall be to the Court of Appeal and"; the omission altogether of ord. 39, r. 4, ord. 40, rr. 3, 4, 5, so as to leave ord. 58, rr. 3 and 15, to really apply to all appeals to the Court of Appeal as they do now in terms; the omission of the words in ord. 58, r. 15, "except by special leave of the Court of Appeal," so as to allow ord. 64, r. 7, to apply to extension of time in all appeals, would go far towards securing this simplicity so far as appeals in actions tried by a judge with or without a jury are concerned. Some provision would have to be made with regard to ord. 40, r. 6A (applying ord. 40, rr. 2-6, to references under an order of court), but as with regard to the question of appeals in such matters the rules exhibit another spectacle of perplexity and insufficiency, this matter may well be left to be dealt with in a subsequent article.

In the meantime we venture to suggest that the committee which is at present considering the working of the machinery under the Judicature Acts might be the means of effecting a considerable improvement in the ease with which the machine at present works by suggesting to the Rule Committee a simplification, and, if possible, unification, of the rules relating to time for appealing in actions tried with and without a jury.

Contracts Not to be Performed Within a Year.

AN important decision upon the meaning of the provision in section 4 of the Statute of Frauds which requires an "agreement that is not to be performed within the space of one year from the making thereof" to be in writing has been given by the Court of Appeal in *Lavelette v. Riches & Co.* (reported elsewhere). The plaintiff's claim was for the balance due for goods sold, and the defendants, admitting this, set up a counterclaim for damages for breach of agreement. By the counterclaim they alleged an oral agreement made between the parties to the action in March, 1905, that the defendants should be the agents and sole representatives of the plaintiff in Great Britain and Ireland for the sale of the plaintiff's patent magneto igniter until the patent should be taken over by a company, and that in the meantime the plaintiff would pay the defendants a specified commission, and would supply them as agents with such igniters as they should order. The defendants claimed damages for the plaintiff's alleged breach of this agreement by refusing, in September, 1906, to continue the agency and supply the igniters, although the patent had not been taken over by a company. The plaintiff denied the agreement, and also, upon the ground that the agreement, according to the allegation of the defendants, compelled the plaintiff to continue the alleged agency, and to pay commission and supply goods after the expiration of one year from the making of it, he pleaded the Statute of Frauds. The patent would not expire till 1916, and also, upon the evidence, there was a question whether the agreement was not for the continuance of the agency until the expiration of the patent, subject to the condition that it was to be determined if the plaintiff sold his rights to a company. But the jury rejected this view, and held that the plaintiff had in fact verbally agreed that the defendants should be his agents until the patent was sold to a company, and they assessed the damages at £750. WALTON, J., however, upon hearing arguments as to the Statute of Frauds, held that the agreement was one which was not to be performed within a year from the making thereof within the meaning of section 4, and consequently, since it was not in writing, it could not be enforced. This decision has been reversed by the Court of Appeal.

It is singular that after all the discussion which has taken place upon this part of section 4 there should still be room for difference of judicial opinion. The difficulty lies in the fact that the agreement itself gave no guidance as to whether it was to be performed within a year or not. Where the agreement is silent as to the date of performance, but is in its nature incapable of being performed within a year, then the actual effect of the agreement is looked at, and it is treated as being within the section. This case occurred in *Boydell v. Drummond* (11 East, 142), where a series of prints of scenes from Shakespeare were to be published by subscription, and the publisher sued a subscriber who had not bound himself by an agreement in writing. The prospectus stated that seventy-two scenes would be painted, and that the whole would be published in numbers, each containing four large prints. One number at least was to be published annually after the delivery of the first. It was held by the King's Bench that the agreement entered into by the subscriber was not to be performed within a year, and hence was within the statute. "The whole scope of the undertaking," said Lord ELLENBOROUGH, C.J., "shows that it was not to be performed within a year; and if, contrary to all physical probability, it could have been performed within that time, yet the whole work could not have been obtruded on the subscribers at once, so as to have entitled the publishers to demand payment of the whole subscription from them within the year." This conclusion was strengthened by the statement in the prospectus that at least one number would be published annually after the delivery of the first, thus shewing clearly that the publishers did not contemplate the completion of the work within a year. The whole court consequently were clear that the case was within the statute, and that in the absence of a written agreement the action must fail.

But the terms of a verbal contract, though not requiring that the contract shall in fact continue beyond the year, may be such as to contemplate that it will, and this is particularly the case

where the contract is to last for the lifetime of a named person, whether a party to the contract or not. In such cases it is not unnatural to treat the contract as one that is not to be performed within the year, and this was done by HAWKINS, J., in *Davey v. Shannon* (4 Ex. D. 81), where the defendant had, in effect, agreed not to compete in business with the plaintiff during their joint lives. The learned judge observed that *prima facie* the contract was not to be performed within a year, and therefore fell within the operation of section 4. But this result is opposed to the previous authorities, and was disapproved by the Court of Appeal in *Macgregor v. Macgregor* (21 Q. B. D. 424). The effect of the section as interpreted in *Boydell v. Drummond* (*supra*) had been considered in *Souch v. Strawbridge* (2 C. B. 808), where it was decided that a contract by the plaintiff to maintain a child, so long as the defendant should think proper, was not within the statute. The statute, said TINDAL, C.J., "speaks of 'any agreement that is not to be performed within the space of one year from the making thereof,' pointing to contracts the complete performance of which is of necessity extended beyond the space of one year. That appears clearly from the case of *Boydell v. Drummond*, the rule to be extracted from which is, that where the agreement distinctly shews, upon the face of it, that the parties contemplate its performance to extend over a greater period of time than one year the case is within the statute; but that where the contract is such that the whole may be performed within a year, and there is no express stipulation to the contrary, the statute does not apply." And in accordance with this view it was held by the Irish Court of Exchequer Chamber in *Murphy v. Sullivan* (11 Ir. Jur. (N. S.) 111) that a contract to maintain a person for life need not be in writing.

The contract which came in question in *Macgregor v. Macgregor* (*supra*) was similar for the present purpose to those just referred to. By way of compromise of legal proceedings, a husband verbally agreed to make his wife an allowance of £1 a week for maintenance, and in an action by her to recover arrears, the Court of Appeal (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) overruled a defence of the statute. Lord ESHER, after referring to *Davey v. Shannon* (*supra*), observed that the notion, apparently held by HAWKINS, J., that an agreement was within the statute although performance might take place within the year, if at the time when the parties entered into it they contemplated that it might have to be performed beyond the year, startled him, and he treated the passage quoted above from the judgment of TINDAL, C.J., in *Souch v. Strawbridge* (*supra*) as laying down the true rule. If the agreement shews that its performance must extend beyond the year it is within the statute; but if it may be performed within the year, and there is no express stipulation to the contrary, it is outside the statute. LINDLEY, L.J., stated the effect of the decisions to be that "if the contract can by possibility be performed within the year, the statute does not apply." And BOWEN, L.J., said that, whether this view was originally sound or not, it was too late to depart from it.

The same rule has now been applied by the Court of Appeal to the agreement which was in question in *Lavelette v. Riches & Co.* (*supra*). There it was argued on behalf of the plaintiff that the contract was in effect to continue during the period of the patent, subject to the possibility of its being terminated earlier by the assignment of the patent to a company. But the agreement, as proved, did not refer to the period of the patent, and it defined the continuance of the agreement solely by reference to the possible assignment to a company. This was a matter which might take place within the year, and consequently the statute did not apply. VAUGHAN WILLIAMS, L.J., stated the test as follows: "If this contract was one which in its terms was capable of being performed within the year, it did not come within the section; but if, on the other hand, the contract was one which from the statement of the time within which it was to be performed or from some other reason, manifestly upon its face or upon the true construction of its terms, could not be performed within the year, it did come within the section." Of course, this test has no relation to the object of the statute. As regards the prevention of doubt as to the terms of contract, it is obvious that the test should be the other way, and that the statute should be deemed to extend to contracts which may by possibility exceed a year. But as BOWEN, L.J.,

observed in *Macgregor v. Macgregor*, it is too late to inquire into the principle of the rule. It has now been once again enunciated by the Court of Appeal, and when it is ascertained what the terms of a verbal agreement are, it should not be difficult to apply it. If the contract may be performed within the year, and there is no stipulation to the contrary, it need not be in writing. On the other hand, as VAUGHAN WILLIAMS, L.J., observed, if there is on the face of the contract a fixed time longer than a year specified for its performance, the inclusion of a defeasance stipulation which may end it within the year does not save it from the statute.

Reviews.

Trust Accounts.

A GUIDE TO TRUST ACCOUNTS. By PRETOR W. CHANDLER, Solicitor. Butterworth & Co.

The duty of trustees to have their accounts always ready has been frequently stated by the judges, and an instructive list of *dicta* on the subject is introduced by Mr. Chandler into his first chapter. This is a duty which in general trustees are willing to perform, and, in default of their doing it voluntarily, the assistance of the court can be invoked to secure its performance. Mr. Chandler explains in interesting and lucid style the form in which trust accounts should be kept, so that the history and the actual condition of the trust estate can be at any time easily ascertained; and his book will repay perusal. In practice the apportionment of items between tenant for life and remainderman is the matter which usually occasions most difficulty, and in a chapter devoted to this subject Mr. Chandler discusses the rules in *Hove v. Earl of Dartmouth* (7 Ves. 137) and *Allhusen v. Whittell* (L. R. 4 Eq. 295). The chapter is illustrated by examples of apportionments, and the utility of the work is considerably increased by the insertion of specimen accounts in the Appendix.

Books of the Week.

The Principles of Equity: Intended for the Use of Students and of Practitioners. By EDMUND H. T. SNELL, Barrister-at-Law. Fifteenth Edition. By ARCHIBALD BROWN, M.A. (Edin. and Oxon.) and B.C.L. (Oxon.), Esq., Barrister-at-Law. Stevens & Haynes.

Criminal Appeal and Evidence. By N. W. SIBLEY, B.A., LL.M. (Camb.) and B.A. (London), Barrister-at-Law. T. Fisher Unwin; Sweet & Maxwell (Limited).

The English Reports. Vol. LXXXI.: King's Bench Division X., containing Bulstrode 3, Rolle 1 & 2, Pahnner. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

A Handbook for the Practical Farmer: Fertilizers and Feeding Stuffs, their Properties and Uses. By BERNARD DYER, D.Sc., F.I.C. With the Full Text of the Fertilizers and Feeding Stuffs Act, 1906, the Regulations and Forms of the Board of Agriculture, and Notes on the Act. By A. J. DAVID, B.A., LL.M. (Cantab.), Barrister-at-Law. Fifth Edition, Revised. Crosby Lockwood & Son.

The Land Registry Fiasco: The Reign of King Stork. By J. S. RUBINSTEIN, Author of *The Blight of Officialdom*, &c. Second Edition. Sweet & Maxwell (Limited).

Correspondence.

Time for Appeal Against the Verdict of a Jury.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I shall be obliged if you will afford me the hospitality of your columns to point out to what ridiculous positions the decision of the Court of Appeal in the case of *Greene v. Croome* (24 T. L. R. 89) leads. There it was decided that the time for appeal against the verdict of a jury, as limited by ord. 39, r. 4, runs from the date of verdict and not from date of judgment.

Therefore, in a case within my own knowledge, where the findings of a jury in favour of the plaintiffs were given on the 30th of January, but the judge reserved his judgment until the 11th of February, it was necessary for the defendants (since the time limited is only eight days) to give notice of appeal from the verdict of the jury before judgment had been given, and then when judgment had been given to deliver another notice against the judgment. If the judgment had been in favour of the defendants upon a point of law, they would have had to withdraw their appeal against the findings, and presumably pay the costs of appeal!

It is clear, therefore, that the rule requires amendment, and when

this is being done it might be worth consideration why only eight days is allowed to apply for a new trial when three months is given to appeal against a judgment.

MANAGING CLERK.

Feb. 19.

The Land Registry.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The resolution passed by the London County Council on the 28th ultimo, that it was desirable that an inquiry should be instituted into the working of the Land Transfer Act, 1897, with a view to its amendment, clearly indicates that in the council's view the time has arrived for reconsidering the consent given by the council in 1898 to the system of compulsory registration of title being tried as an experiment in the County of London. The resolution has been followed by the intimation that the Lord Chancellor had consented to appoint a Royal Commission to inquire into the working of the system.

This development marks a distinct stage in the Land Registry controversy, and is of such public interest that I hope you will allow me to call attention thereto.

When Parliament in 1897 consented to the system being tried as an experiment, it was recognized that it was one that might fail, and consequently the same Act empowered the Privy Council at any time to revoke the order applying compulsory registration to any county. As it is now on all sides admitted that the system is a bad one, surely the order applying compulsion to the County of London should, pending the inquiry, be revoked. The Registry will still remain, and any person in any part of the kingdom can register if he pleases. In 1886 Mr. Brickdale, the present registrar, wrote that "to apply compulsion to any system not really beneficial would be a wild injustice," and that "either compulsion is unnecessary or it is unjust." Once it is recognized that the system in operation is not beneficial, there is, I submit, no justification for forcing people, whether they like it or not, to incur the expense and delay that registration involves.

In May, 1906, the present Government appointed a Royal Commission to consider the expediency of extending a system of registration of title to Scotland. After an unexplained delay of some eighteen months, the Commission, in November and December last, examined several witnesses in Edinburgh and in London. The evidence of the witnesses (unfortunately taken in private) dealt very fully with the working of the system in London. The report of the Scotch Commission would, I believe, if now published, materially shorten the new inquiry, even if it did not render it altogether unnecessary. It will, I suggest, be a great saving of time and expense if the report of the Scotch Commission be presented before the new inquiry is entered upon. In the interests of the public, therefore, the Commissioners will, it is hoped, be urged to present their somewhat belated report at the earliest possible moment.

J. S. RUBINSTEIN.

5 and 6, Raymond-buildings, Gray's-inn, Feb. 17.

A New Proposal for Land Transfer.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I desire to make two observations on Mr. Sweet's article in the *Law Quarterly Review*—"The Land Transfer Acts"—already noticed in your columns.

Mr. Sweet outlines a scheme for simplifying conveyancing based on three fundamental ideas: that tenure, seisin, and uses should be abrogated; that the law of land transfer should be assimilated to the law of personality; that a simpler kind of registration of deeds (without State guarantee of title) should be adopted. Mr. Sweet has, in putting this forward as a novel proposal, overlooked or forgotten the existence of an article of mine in the *Law Quarterly Review* for July, 1904—"The Present Complexity of Land Law and its Remedy"—in which I pointed out that reform on these three very points was urgently needed if amendment of the Land Transfer Acts proved too difficult. In an article entitled "The Breakdown of the Land Transfer Acts System," which appeared in the January number of the *Law Quarterly Review* of 1904, I did, however, suggest several amendments of the Acts, and these amendments I still think practicable.

In adopting the views of the Law Society, as expressed in their "Observations" on the Land Registry Report of 1906, Mr. Sweet is evidently unaware that most of the allegations and arguments in the "Observations" have been shown to rest on no foundation of fact. For instance, the case of *Marshall v. Robertson*, of which so much has been made, turns out to be misreported. All this and much more is set out in a "Criticism" of mine, lately reprinted and sold for 3d. I shall take another opportunity of criticizing Mr. Sweet's proposals for reform in detail.

JAMES EDWARD HOGG.

Lincoln's-inn, Feb. 17.

Socialism and the Legal Profession.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The "few thoughts" of your contributor "E. F. T.," printed in your last issue, make sufficiently amusing reading. "E. F. T." describes himself as "a thoughtful-minded man, who has reflected deeply over the Socialistic doctrines that have been so industriously circulated of late." I wonder where he gleaned his knowledge—perhaps it would be more correct to say his ignorance—of Socialism. I suspect it was from the cheap Unionist Press. It could scarcely have been from the publications of the Fabian Society, or from the writings of any of the "thoughtful-minded" Socialists. If he had read any of the latter with some approach to an open mind, it is hardly conceivable that he would be guilty of such utterly puerile, if amusing, nonsense as is contained in his article.

Ridicule is, no doubt, a powerful weapon when adroitly used, but "Any fool can make an audience laugh," and if "E. F. T." imagines that Socialism can be killed by such remarks as, "Mother's milk being, I believe, still allowed to flow," he will find himself greatly mistaken. No, "E. F. T.," do you not see that even the gentle art of ridicule must be founded on sound principles if it is to overcome the arguments it seeks to demolish? First, it would be advisable to form a clear idea of what Socialistic doctrines really are, and, if he will attempt to do this, I venture to think that even "E. F. T." will make the amazing discovery that, under Socialism, solicitors will not be expected to lick postage stamps or buy tobacco for article clerks—that is, assuming that they are capable of performing any more useful work.

A SOCIALISTIC SOLICITOR.

Richmond, Feb. 15.

Mr. Horatio Bottomley, M.P., and Carter & Bell.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It has been brought to my notice that last week's issue of *John Bull*—publishing a notice animadverting upon my firm, and containing an incomplete extract from a letter addressed to Mr. Bottomley by the Law Society—has been sent to most of my *confrères* in London, and I venture to think I am justified in asking you to publish in your valuable columns the fact that Mr. Bottomley omitted to include in his published extract the concluding paragraph—namely, that the Council considered the matter complained of by Mr. Bottomley "did not amount to such a breach of professional duty as would justify them in taking any action beyond the above expression of opinion."

I would not have troubled you to insert this letter had it not been that I deem it right to remove any inaccurate impression which it is just possible, in the absence of this explanation, might have been formed by my *confrères* in connection with this matter.

6, Idol-lane, Eastcheap, Feb. 18.

EDWARD A. BELL.

CASES OF THE WEEK.

House of Lords.

JAMES NELSON & SONS (LIM.) v. NELSON LINE (LIVERPOOL) (LIM.). 21st Nov.; 6th Feb.

SHIP—CHARTER-PARTY—DEMURRAGE—LOADING—"SUNDAYS AND HOLIDAYS EXCEPTED"—LOADING ON EXCEPTED DAYS—EXCEPTED DAYS COUNTING AS WORKING DAYS—"DISPATCH MONEY"—"DAYS SAVED IN LOADING"—SUNDAY OR HOLIDAY.

Under a charter-party, the terms of which were very ambiguous, the shipowners alleged (inter alia) that lay days commenced to run when they had berthed their vessel and given a twelve hours' notice. In the charterers' view that was subject to a condition that the vessel tendered for loading should be tendered at such times as were suitable to two-weekly sailings, with intervals of fourteen days between each sailing.

Held, that, on the true construction of the charter-party, the charterers' view was right.

Decision of the Court of Appeal (affirming a judgment of Channell, J., reported 1907, 2 K. B. 705) reversed.

Appeal from an order of the Court of Appeal (reported 1907, 2 K. B. 705). The appellants were the plaintiffs in the action, and were charterers of vessels of which the respondents were the owners. The action was brought to recover money paid under protest and dispatch money, or in the alternative damages for breach of agreement. There was also a counterclaim in respect of demurrage. The action was tried before Channell, J., who decided in favour of the plaintiffs; his decision was reversed by the Court of Appeal, and the plaintiffs now appealed to their Lordships' House. *Cur. adv. ult.*

Their Lordships allowed the appeal.

Lord LOREBURNE, O., in moving that the appeal be allowed, said that by agreement dated the 18th of June, 1904, the plaintiffs were bound to load frozen meat on ships forming a two-weekly service from the River Plate to

England. One ship, *The Highland Heather*, was ready to load on the 5th of March, 1906, and the defendants, the shipowners, claimed that the lay days began on the 6th of March. Another ship, *The Highland Enterprise*, was ready to load on the 11th of March, and the defendants claimed that the lay days began on the 15th of March. On the other hand the plaintiffs (charterers) claimed that the lay days commenced on the 7th of March and the 21st of March respectively. The ground of difference really amounted to this: In the shipowners' view the lay days commenced to run when they had berthed their vessel and given a twelve hours' notice. In the charterers' view that was subject to a condition—namely, that the vessel tendered for loading should be tendered at such times as were suitable to two-weekly sailings, with intervals of fourteen days between each sailing. There were minor questions as to whether holidays were to count as lay days and as to an exception of strikes. Under the agreement the owners bound themselves to run a two-weekly line of steamers from the River Plate to Liverpool and a monthly line from the River Plate to London. They also agreed that the sailings from the River Plate should be at intervals of fourteen and thirty days respectively, but Liverpool sailings at a fourteen days' interval alone were in question here. Under the second clause of the agreement the charterers bound themselves to ship in each vessel sailing in the lines above mentioned so much frozen meat and offal as would fill certain insulated chambers. Apart from clause 2, there were three clauses providing for the time when the several vessels were to begin loading and the running of the lay days. By clause 1 the owners engaged as from the date when their respective vessels arrived in the River Plate, and were ready to load outwards, to place the vessels of the line at the disposal of the charterers for the carriage of the frozen meat. Nothing could be clearer. The charterers were to be the first to load this space reserved to them in the vessels as soon as they were ready to load. Under clause 7 each steamer, either before or after loading meat from the charterers, might load for owners' benefit meat or any other cargo of any kind for her intended voyage, at any port or ports in the River Plate, or tributaries, or on the east coast of South America. This clause 7 absolutely contradicted clause 1. He was compelled to give effect to it, and he could only conclude that the shipowners' obligation under clause 1 was subject to his right to break it under clause 7. So that the charterers were not to be the first to load the vessels if the shipowners chose first to load for their own benefit some other goods. Clause 6 provided that, on arrival of each steamer at her loading berth (fixed by charterers) in the River Plate, notice should be given to the charterers or their agents in writing of her readiness to load. The notice was not to be given until a certain temperature was attained in the insulated chambers, which was to be maintained up to the time of shipment commencing. Twelve hours after such notice (subject to the point of temperature) the lay days were to commence, and provisions for demurrage and dispatch money were appended. The main controversy in this case arose on this clause. The shipowners said that they were entitled to take their vessel to the loading berth when they pleased, and that as soon as they had given the notice (always subject to the point of temperature) then twelve hours later the lay days began. They maintained that they might give such notices at intervals of, say, seven, or twenty-one, or even twenty-eight days, or at less than seven days' interval, and that the charterer was bound to load on pain of paying demurrage, and that clause 6 was wholly independent of clause 2. One mitigation, and only one, did they admit. If the notices were given at such times as to frustrate the commercial adventure altogether—in that case alone, they said, the charterer might refuse to load with impunity. If there was any breach of clause 2, which required an interval of fourteen days between the days of sailing, then, they said, that might be compensated by damages, but it was not a ground for refusing to load. On the other hand, the charterers maintained that the second clause must be read with the sixth clause, and must control it, and that they were under no obligation to begin loading a vessel until such date as would suit an interval of fourteen days between the sailings. In his opinion, the charterers' contention ought to prevail. Indeed the shipowners flinched from pushing their own argument to its logical conclusion. Mr. Hamilton enumerated the contingencies which might arise between notice and sailing, as if to shew that it was not possible so to fix a berthing and a notice as to be sure it would square with sailings at fourteen days' interval. He did not think there was any real business difficulty. The whole agreement was dominated by the central fact that everything was arranged for a two-weekly service, with regular sailings, and it was unnecessary to repeat that in every clause. In substance, therefore, he thought the charterers were right, and that, subject to other two points, they were entitled to judgment on the claim and counterclaim in respect of dispatch money and demurrage. The second point was a very short one. Under the agreement holidays were not to count as lay days. In fact, there were some holidays during which one of the ships was loaded by the charterers with consent of the master. No special arrangement was made. But the Court of Appeal held (apparently regarding it as a point of law) that an agreement to treat the holiday as a working day, and so count it among the lay days, ought to be inferred from the mere fact of working by consent. This inference seemed to have been drawn in other cases, and those cases were treated as binding in law. It was a question, not of law, but of fact. He was unable to see any evidence of such an agreement. Very likely it was convenient to both sides to do what was done. He did not believe it entered into the heads of either that they were making such an agreement as was suggested. In regard to the last point, that some allowance was to be made for strikes, this House could not entertain it, for it was not decided by Channell, J., or argued in the Court of Appeal. It must go to be determined as an issue in the action. In the result this appeal must be allowed, and judgment be entered for the plaintiffs for the sums of £80 and £182 10s. in their claim, and also for the plaintiffs on the counterclaim, subject to the issue whether the discharge of *The*

Highland Heather and The Highland Enterprise, and in consequence their arrival at the plaintiffs' factory was delayed by strikes, and the consequent congestion of shipping, as claimed by the defendants. And that this House declare that the said issue not having been decided either by Channell, J., or the Court of Appeal, or by this House, remains to be decided in this action, and that the aforesaid judgment be, if necessary, altered accordingly. And that respondents pay to appellants their costs here and below, subject to any order that might be made by the court determining the issue left undetermined by this House for costs arising in consequence of this issue.

Lords HALSBURY, MACNAGHTEN, and ATKINSON concurred.—COUNSEL, Isaacs, K.C., Atkin, K.C., and Leslie Scott; J. A. Hamilton, K.C., Horridge, K.C., and Mauries Hill. SOLICITORS, Charles Russell & Co., for Lightbound, Owen, & Melvor, Liverpool; Rawle, Johnston, & Co., for Hill, Dickinson, & Co., Liverpool.

[Reported by ESKINE REID, Barrister-at-Law.]

Court of Appeal.

TATE v. FULLBROOK. No. 1. 14th Feb.

COPYRIGHT—"DRAMATIC PIECE"—INFRINGEMENT—DISSIMILARITY IN WORDS—SIMILARITY IN CHARACTERS AND MAKE-UP—DRAMATIC COPYRIGHT ACT, 1833 (3 & 4 WILL. 4, c. 15), s. 1—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45), s. 2.

A "dramatic piece," within the meaning of section 1 of the Dramatic Copyright Act, 1833, must be one which is capable of being printed and published. Mere stage situations, scenic effects, make-up, and gestures without words are not the subject-matter of protection under those Acts. Where the words of two dramatic pieces are materially similar, then the stage situations, scenic effects, stage gestures, and make-up may be considered so as to see if one piece is an infringement of the other.

Appeal by the defendant from the judgment of Phillimore, J. The action was brought by a comedian, named Harry Tate, against another comedian, named William Fullbrook, for an injunction to restrain him from producing a dramatic piece called "Astronomy," so as to be a colourable imitation of the plaintiff's dramatic pieces called "Motoring or the Motorist." It was not alleged that there was any similarity between the words of the two pieces or "sketches," as they were called, but the plaintiff relied upon points of resemblance between the representation of the two sketches, such as similarity of make-up and of facial and other gestures, there being in both a schoolboy dressed like an Eton boy, a policeman, and a tramp, and a cracker being exploded under a person's foot in both pieces. It appeared from the evidence that the plaintiff's sketch was written by a person named Pink, who was a music hall sketch-writer, the ideas and dramatic situations in the piece being suggested to him by the plaintiff, Pink stating in his evidence that he merely clothed the skeleton, though he spoke of the sketch as "my play." Phillimore, J., held that a "dramatic piece" within section 1 of the Dramatic Copyright Act, 1833, and section 2 of the Copyright Act, 1842, might exist without words and might be entitled to protection, and that an idea or plot taken together with the manual and physical actions might be a dramatic piece, and that the plaintiff's sketch was a dramatic piece; that the plaintiff was the "author" of the sketch within section 1 of the Dramatic Copyright Act, 1833; and that the defendant's sketch was an infringement of the plaintiff's rights. He accordingly granted an injunction restraining the defendant from producing "Astronomy" in such a way as to infringe the plaintiff's rights in "Motoring or the Motorist." The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that if he had had to decide the question originally whether the plaintiff was the "author" of the sketch "Motoring or the Motorist," he would, upon the evidence, probably have come to the conclusion that Pink, and not the plaintiff, was the "author." He had great doubt whether the finding of the learned judge upon this point was correct. Having stated that doubt, he passed on to the Dramatic Copyright Act, 1833. In his opinion, the preamble to that Act and section 1 showed that the subject-matter of the protection afforded by the Act was a composition which, though not printed and published, was capable of being printed and published—was capable, that was to say, of being made into a book. Therefore the subject-matter in which the author acquired a property under the Act was one which was capable of being printed and published. The learned judge had here held that certain things were the subject-matter of protection under the Act which were not the true subject-matter of protection—namely, imitation in make-up, facial and other gestures, and similarity in some of the characters and incidents. If there were words capable of protection, and the question arose whether those words had been infringed by a similarity in other words, the dramatic surroundings must then be considered; the words must be taken with the stage situations, scenic effects, and other matters, and then it must be considered whether there was such a similarity between the two plays as to lead to the conclusion that the defendant's play was an infringement of the proprietary right of representation of the plaintiff's play. Here those matters were taken into consideration by the learned judge, where there was no similarity in the words. The learned judge was wrong in that. Judgment must therefore be entered for the defendant.

FARWELL and KENNEDY, L.JJ., concurred.—COUNSEL, McCall, K.C., and R. W. Turner; Hohler, K.C., and G. A. Scott. SOLICITORS, Burton, Yeates, & Hart, for Tyrer, Kenion, Tyrer, & Simpson, Liverpool; Amery Parkes, Macklin, & Co.

[Reported by W. F. BARRY, Barrister-at-Law.]

LAVALETTE v. RICHES & CO. No. 1. 13th Feb.

FRAUDS, STATUTE OF—AGREEMENT NOT TO BE PERFORMED WITHIN ONE YEAR—TIME OF PERFORMANCE DEDUCED FROM SUBJECT-MATTER OF CONTRACT—29 CAR. 2, c. 3, s. 4.

By an oral agreement the plaintiff agreed to employ the defendants as his sole agents for the sale of a patented article until the patent should be sold to a company. The patent had then eleven years to run. The patent was not sold to a company. The plaintiff having terminated the agency, the defendants claimed damages for breach of the agreement.

Held, that the agreement was not one which, upon its face, was not to be performed within one year from the making thereof, and therefore section 4 of the Statute of Frauds did not apply.

Appeal by the defendants from the judgment of Walton, J. The plaintiff claimed the balance of the price of goods sold and delivered. The claim was admitted, subject to the counterclaim. The defendants, in their counterclaim, claimed damages for breach of an oral agreement, by which the plaintiff, who carried on business abroad, agreed to employ them as his sole agents for the sale in the United Kingdom of his patent magneto igniters until the patent should be sold to a company. The patent had, at the time when the contract was made, eleven years to run. The plaintiff pleaded that there was no memorandum or note in writing of the agreement sufficient to satisfy section 4 of the Statute of Frauds. The action was tried with a jury, who found that the agreement was as stated in the counterclaim—namely, that the plaintiff would employ the defendants as the sole agents for the sale of his patent igniters in the United Kingdom until the patent should be sold to a company, and they assessed the damages at £750. The learned judge heard the case upon further consideration, and held that, as the patent had more than a year to run at the time of the agreement, and there being no note or memorandum in writing of the agreement to satisfy section 4 of the Statute of Frauds, the agreement was not enforceable. He accordingly gave judgment on the counterclaim for the plaintiff. The defendants appealed.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that if there was an agreement which upon its face, or in the actual terms in which it was made, specified a time for its performance exceeding a year from the making thereof, then section 4 of the Statute of Frauds applied, and none the less because there might be a defeasance stipulation in the agreement under which the agreement might be terminated within one year. It was not sufficient that it could be deduced from the subject-matter of the agreement—in this case the patent—that the time for performance of the agreement was to extend beyond one year. To bring the case within the statute there must be an express stipulation on the face of the agreement that the time for performance was to extend beyond the year. In the present case there was no time for its performance exceeding one year stipulated for on the face of the agreement or in the actual terms in which it was made. The patent might have been sold to a company within the year, and therefore the agreement might have been performed within the year, and section 4 of the Statute of Frauds did not apply.

FARWELL and KENNEDY, L.JJ., concurred.—COUNSEL, Montague Esch, K.C., and A. H. Spokes; J. A. Hamilton, K.C., and Colam. SOLICITORS, Waterhouse & Co.; Adams & Co.

Reported by W. F. BARRY, Barrister-at-Law.]

Re GLUKMAN. ATTORNEY-GENERAL v. JEFFERYS. No. 2. 14th Feb.

EXECUTOR—UNDISPOSED-OF RESIDUE—SPECIFIC BEQUEST—EQUAL PECUNIARY LEGACIES—BENEFICIAL INTEREST OF EXECUTORS.

The rule that, when equal pecuniary legacies are given to executors, the presumption is that they are not intended to take the residue beneficially, does not apply if specific legacies of unequal value are given to the executors in addition to the equal pecuniary legacies.

This was an appeal from a decision of Swinfen Eady, J. The case came on in the court below on a summons, which was taken out for a declaration that the defendant, as surviving executor of Leone Glukman, who died in 1881, was a trustee for the Crown of the residuary personal estate of the testator which was not disposed of by the will, and amounted to about £12,000. The testator left no wife or children, and, after an inquiry extending over twenty years, the master last year made a certificate that there was not sufficient evidence that there were any next-of-kin, the claims of no less than 166 persons who came forward as such having been disallowed. The will named three executors, all of whom proved, and gave to each a legacy of £1,000. To one of them, Cardenosa, were also given all the testator's foreign decorations, and to another, Grece, a diamond ring, the gift of the Emperor of Russia, and a gold watch. The third, Jefferys, had nothing but the £1,000. Cardenosa having since died, Grece and Jefferys severed any joint tenancy they might have in the residue. Grece died in 1905, and his legal personal representatives were parties to the proceedings before Swinfen Eady, J. The Executors Act, 1830, did not apply in the absence of next-of-kin, and the question was whether Jefferys and the estate of Grece could take the residue for their own benefit, or whether the Crown was entitled to it as *bona vacantia*. Swinfen Eady, J., was of opinion that inasmuch as a part was given to the executors equally of that which would otherwise belong equally to them as undisposed-of residue, the gift of that part negated the presumption that they were to take the whole, and consequently the surviving executor must be declared a trustee for the Crown. Jefferys appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R.—The testator Leone Glukman died leaving no next-of-kin. By his will he made no disposition of his residuary personal estate. He appointed three executors, to each of whom he gave a legacy of £1,000, and he also made a specific bequest in favour of two of the three executors, but no similar bequest in favour of the third. Under these circumstances Swinfen Eady, J., held that the executors did not take the residue beneficially, but were trustees for the Crown. From this decision the executors have appealed. The case is not affected by the Executors Act, 1830. It is governed by the old law. I do not think the old law can be better stated than it was by Kindersley, V.C., in *Dacre v. Patrickson* (1 Dr. & Sm., p. 182): "The rule irrespectively of the statute is clear. The appointment of executors is a gift to them of the personal estate, and a court of equity will not deprive them of the beneficial interest unless it sees that a strong and violent presumption arises from the will that the intention of the testator was that the executors should not *virtute officii* take the personality, and if there is that violent presumption, then a court of equity holds the executors trustees for the next-of-kin. There have been a considerable number of cases in which the question has been, What circumstances afford a violent presumption? Among others, it has been held that, if a legacy is given to the executor, that affords the necessary presumption. So if there are two executors and there are equal legacies given to them, but if there are two executors and unequal legacies are given to them, that does not raise a violent presumption. The question, therefore, is whether, on the face of it, this will shews a strong presumption that the executor shall not take." There is no great difficulty in understanding the reasoning by which this result was reached in the case of a sole executor, for it is unreasonable to give a man a part if he is by the same instrument to take the whole beneficially. The extension to the case of two or more executors is more difficult to justify, for there is no necessary inconsistency between separate legacies to each of the executors and a gift of the residue to the executors jointly. But this must be taken as settled law. The original doctrine applied equally whether the legacy to a sole executor was specific or pecuniary, and in the case of several executors I see no reason why it should not apply if the specific bequests are equal, as, for instance, "a gift of one half of my London and North-Western Railway Stock to one executor and a gift of the other half to the other executor." But when once you get inequality, whether in respect of pecuniary legacies or in respect of specific legacies, there is not sufficient to deprive the executors of their legal title to the residue or to hold that they do not take the residue beneficially. I do not think it necessary to discuss the details of many old authorities which were cited to us. It is admitted that there is no authority precisely in point, but I have arrived at the conclusion that this is a case in which the executors take under the will unequal gifts by way of legacies, and that being so, there is no presumption sufficient to rebut or to destroy their legal title. In my opinion, the judgment of Swinfen Eady, J., was wrong, and this appeal must be allowed.

FLETCHER MOULTON, L.J., agreed with the judgment delivered by the Master of the Rolls.

BUCKLEY, L.J., also delivered judgment allowing the appeal.—*COUNSELL, Cassel, K.C., and Coldridge; Sir W. Robson, A.G., and George Lawrence, Solicitors, Stanley, Woodhouse, & Heiderwick; Solicitor to the Treasury.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

PENN v. SPIERS & POND (LIM.). No. 2. 17th Feb.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—EARNINGS—TIPS—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), SCHEDULE, CLAUSES 1 AND 2.

Where employment is of such a nature that the habitual giving and receiving of tips is open and notorious and sanctioned by the employer, in calculating the compensation payable under clauses 1 and 2 of the Schedule to the Workmen's Compensation Act, 1906, money thus received by the workman ought to be taken into consideration as part of his weekly earnings.

This was an appeal from a decision of the late Judge Arthur Russell, sitting at the Wandsworth County Court. The facts were as follows: The deceased, a young man of about twenty years of age, was employed by the defendants as a waiter on a restaurant car running on the London and South-Western Railway. The pay given him by the defendants was 12s. 6d. a week and three meals a day, which had been admitted for the purposes of this case as worth about another 12s. 6d. a week; the deceased also received gratuities and "tips" from passengers using the restaurant car, which he was allowed to keep, and which averaged in his case from 10s. to 12s. weekly. While in the employment of the defendants the deceased met with an accident which proved fatal. There was no question as to the liability of the defendants to pay compensation to a dependant of the deceased; the only question raised was the proper basis upon which it was to be calculated. The county court judge declined to take the tips into consideration, and assessed the compensation on the basis that the weekly earnings of the deceased were 25s. for pay and food. The dependant appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., delivered the following judgment of the court: This is an appeal against an award of his Honour Judge Russell, and it raises an important question as to the circumstances, if any, in which tips or gratuities ought to be brought into account in considering the "earnings" of a deceased workman. The material facts may be shortly stated: The deceased was employed by Spiers & Pond as a waiter on a restaurant car run on the London and South-Western Railway Co.'s line. He met with a fatal accident at Clapham Junction. The liability of Spiers & Pond was not disputed. His cash wages were 12s. 6d. per week, and he was entitled to his meals on board, which was taken as

equivalent to another 12s. 6d. Treating his earnings as 25s. per week, Spiers & Pond paid into court 156 times that weekly sum—that is, £195—as the compensation to which the dependant of the deceased is entitled, and the county court judge held that to be sufficient. It was proved that the deceased habitually received from customers whom he served certain tips, amounting on the average to from 10s. to 12s. a week. A claim that regard should be had to these tips was rejected by the county court judge on two grounds—first, because "weekly earnings means earnings between employer and employé, and nobody else"; and, secondly, even if the first point is not good, because the evidence did not shew any express and distinct bargain—as opposed to an implied bargain—that the employé should retain the tips in addition to his wages. In our opinion, neither of these propositions can be supported. It has often been pointed out in this court that the measure of compensation under the Act is not wages, but earnings. This is conceded by the respondents, who admit that the value of the board must be taken into account. It is not every kind of earnings which can be taken into account. They must be earnings in the employment. If the workman by the exercise of his talents during his leisure hours, as, say, a conjurer or a musician, gains money, the money thus gained will increase his income, but not his "earnings" within the Act. "Earnings in the employment" do not always come from the employer. It is common knowledge that there are many classes of employés whose remuneration is derived largely from strangers. A hall porter at an hotel and a driver of a postchaise are sufficient illustrations. It would be absurd to say that the money received from the hotel-keeper or the postmaster alone represents the rate per week at which the workman was being remunerated. The 3d. per mile to the postboy or driver is clearly part of his remuneration. We can see no ground for insisting upon an express or direct contract in this sense, that it must be proved that the workman said before he was engaged that he would only accept the wages offered on the express condition that he should be allowed to retain the tips. It is, at any rate, sufficient if the court finds that it was an implied term of the contract, and that both parties contracted on that footing. To avoid misconception, we desire to state that nothing in this judgment extends to tips or gratuities (a) which are illicit; (b) which involve or encourage a neglect or breach of duty on the part of the recipient to his employer; or (c) which are casual and sporadic and trivial in amount. But where the employment is of such nature that the habitual giving and receiving of tips is open and notorious, and sanctioned by the employer, so that he could not complain of the retention by the servant of the money thus received, we think the money thus received with his knowledge and approval ought to be brought into account in estimating the average weekly earnings. Assuming the principle thus indicated to be sound, it is impossible to doubt that the employment of the deceased as a waiter in a restaurant car was of the class lastly described. It is notorious that tips are given to waiters, and the employers could not pretend to be ignorant of the custom. They must have known that the deceased would receive, and, so far as they were concerned, they must be taken to have agreed that he should receive, tips from customers in addition to his cash wages. In short, it was an implied term of the contract of employment that these tips should be part of his earnings in his employment, and by virtue of his employment. The case must go back to the county court judge to compute or estimate, as best he can, what amount ought to be allowed in respect of these tips. The respondents must pay the appellants' costs of this appeal, and also the costs in the county court since the payment into court of the £195, and the costs deducted out of the £195 must be refunded.—*COUNSELL, C. A. Russell, K.C., Drysdale Woodcock, and G. C. O'Gorman; Powell, K.C., and F. Mellor. SOLICITORS, Charles May; William Hurd & Sons.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re WALKER. McCOLL v. BRUCE. Joyce, J. 11th and 30th Jan.; 4th Feb.

POWER OF APPOINTMENT—DEFECTIVE EXECUTION—"WILL OR CODICIL TO BE ATTESTED BY TWO WITNESSES"—UNATTESTED SCOTCH HOLOGRAPH CODICIL—TESTAMENTARY INSTRUMENT—PERSONAL PROPERTY—EQUITABLE AID—WILLS ACT, 1837 (1 VICT. c. 26), s. 10—LORD KINGSDOWN'S ACT (24 & 25 VICT. c. 114).

Mrs. H., domiciled in Scotland, was the donee of a power of appointment in favour of each of her children as she should by her last will and testament in writing, or any codicil or codicils thereto, to be signed in the presence of and attested by two or more witnesses, appoint. By a will duly executed according to English law she appointed among three of her children. By a subsequent codicil in holograph form, but unattested, she altered the appointment by the will so as to include other children. The will and codicil were proved in England.

Held, that the codicil was a good testamentary disposition by Scotch law, that the appointment by the will was not expressly revoked, and that in the circumstances the defective execution of the power would be aided by the court.

Mrs. Caroline Walker, who died on the 23rd of October, 1873, by her will, dated January, 1872, left one-fifth of her residuary estate to her daughter Mrs. Caroline Hester Hebdon for life, and after her death for all or any of her children, born or to be born, as she by her last will and testament in writing, or any codicil or codicils thereto, to be signed in the presence of and attested by two or more witnesses, should at any time or times after Mrs. Walker's decease, and whether covert or sole, direct or appoint, and in default of and so far as no such direction or appointment should extend for her children in equal shares, as thereby declared. Mrs. Hebdon had three daughters and three sons. By a will,

dated the 29th of May, 1882, Mrs. Hebden appointed the said fifth share among her three daughters to the exclusion of her sons. This will was executed in English form. By a holograph but unattested codicil of the 30th of May, 1892 (which was good as a testamentary instrument in Scotland), Mrs. Hebden divided the fifth share, then represented by a sum of £9,868 18s. 5d., so as to give to each daughter £2,623, and £500 to each of her sons, and £500 to a granddaughter, which last gift was afterwards cancelled. By a codicil, dated the 11th of February, 1903, she cancelled the gift of £500 to one of her sons who had died. Mrs. Hebden died a domiciled Scotswoman on the 2nd of February, 1906, and the will and codicils were proved in the Principal Registry of the Probate Division on the 17th of April, 1907. The question arose whether the holograph codicil was—(a) an effective revocation of Mrs. Hebden's will of 1882; (b) an effective appointment under Mrs. Walker's will. Adjourned *summons*.

JORCE, J.—It was ultimately admitted in the course of the argument in this case that the testatrix, Mrs. Hebden, was domiciled in Scotland, where she resided and executed the codicil, the effect of which is in question, and such codicil is perfectly valid according to Scotch law, and has been also proved in England. In the circumstances the 10th section of the Wills Act, 1837, which does not extend to Scotland, has no application to this case, and the codicil having been recognized as a perfectly valid testamentary instrument in this country by the Probate Division is capable of operating as an execution of a power of appointment by will over personal estate, and there is no necessity to call in aid any of the provisions of Lord Kingsdown's Act, as was decided in the case of *Re Price* (1900, 1 Ch. 442). The codicil, however, was not signed in the presence of or attested by two witnesses as required by the terms of the power, but the defective execution in this respect can be remedied according to the established rule in equity for such persons and in such circumstances, according to the principles of courts of equity to aid the defective execution of a power. For the terms and effect of the codicil I can only look at the English probate. There I do not find any express revocation of the appointment duly made by the will, and consequently the codicil does not revoke the disposition by way of appointment made by the will, except to the extent to which the appointment made in the codicil effectively interferes with the dispositions of the will: *Duguid v. Fraser* (31 Ch. D. 449). The will having appointed to the three daughters the whole fund, subject to the power, the testatrix by the unattested codicil gave out of the fund £500 to her son Harry (this, however, being cancelled later and restored to the daughters), and she also gave similarly £500 to each of her sons Frederick and Arthur, they not having otherwise any provision out of the fund, subject to the power. In favour of these two last named sons, therefore, the defective execution of the unattested codicil will be aided by a court of equity: see *Morse v. Martin* (34 B. 500), which case is as stated in *Farwell on Powers* (2 ed., p. 341), the marginal note in *Beavan* being imperfect if not inaccurate. Consequently, Frederick and Arthur Hebden each take £500, and the rest goes to the daughters.—COUNSEL, *Hughes, K.C., and Mackay; Norton, K.C., and Quia; Younger, K.C.; Sheldon; Charles J. Mathew; Vaughan Hawkins. SOLICITORS, Clayton, Sons, & Fergus; Ferrer & Co.; Sutton, Ommanney, & Rendall.*

[Reported by A. S. ORRÉ, Barrister-at-Law.]

High Court—King's Bench Division.

CITY OF LONDON ELECTRIC SUPPLY CO. v. PERKINS. Div. Court. 12th Feb.

ELECTRIC LIGHTING—LOCAL AUTHORITY—BOXES IN STREET—NOTICE TO DISTRICT SURVEYOR—LONDON BUILDING ACT, 1894 (57 & 58 VICT. C. CCXIII.), s. 145.

Where a limited company is granted powers under a provisional order, confirmed by statute, to supply electric light and energy, and under the provisions of that order seeks to construct in a street boxes for the purpose of repairing or, if necessary, renewing the electric wires, such boxes are buildings, structures, or works within section 145 of the London Building Act, 1894, and a notice under that section must be served on the district surveyor before they are commenced.

Whitechapel Board of Works v. Crow (84 L. T. 595) followed.

Case stated by a metropolitan police magistrate. The appellants, a limited liability company, carry on the business of supplying electric light and energy under powers granted by the City of London (Northern Extensions) Electric Lighting Order, 1897, and the Act of 60 & 61 Vict. c. clxii. confirming the same. The respondent was the interim district surveyor of the Borough of Holborn, and he caused the appellants to be summoned for beginning to execute a work, to wit, a street box, before giving two clear days' notice as required by section 145 of the London Building Act, 1894. The magistrate held that he was bound by the decision in *Charing Cross and Strand Electric Co. v. Woodthorpe* (88 L. T. 772), and convicted the appellants, but consented to state this case. The ground of the appeal was that this inspection box was not a building, structure, or work within section 145 of the London Building Act, 1894, which Act was not intended to apply to small things of this kind, any more than to a plug put into the pavement by a water company, and *London County Council v. Scherzick* (1905, 2 K. B. 695) was relied on. It was also for this reason, it was contended, distinguishable from *Whitechapel Board of Works v. Crow* (84 L. T. 595).

Lord ALVERSTONE, C.J., in giving judgment, said that the thing here was very similar to the structure in question in the Charing Cross and Strand Electric Co.'s case, only that it was smaller. It was used for

the purpose of repairing or, if necessary, renewing the appellants' electric cables, and was constructed below the footway, with brick walls, and had an iron and concrete lid. The thing measured internally twenty-seven inches both in length and width, and thirty inches in depth from the level of the surface of the footway. He agreed with the magistrate that this case was governed by the *Charing Cross* case. But there was another point which required consideration. It was said that previously to the construction of this street box the appellants had duly served the notices required by section 13 of the order upon the Postmaster-General, the Holborn Borough Council, and the London County Council, and it was contended that it was unnecessary to give notice to the district surveyor. It had been laid down that the Legislature advisedly intended that the work done under these electric lighting Acts should be under the same authority that was entrusted with the supervision of all building works of the district, and it was clear to his mind that there might be particular public interests of which the county council were the proper and peculiar guardians. He was unable to see any reason justifying him in distinguishing this case from either the *Whitechapel* case or the *Charing Cross* case. The appeal must therefore be dismissed.

A. T. LAWRENCE AND SUTTON, JJ., concurred.—COUNSEL, *Danckwerts, K.C., and Simon; Avery, K.C., and R. O. B. Lane. SOLICITORS, Sydney Morse; C. V. Young & Cooper.*

[Reported by ERSKINE REID, Barrister-at-Law.]

BOURNE & HOLLINGSWORTH v. ST. MARYLEBONE BOROUGH COUNCIL. Ridley, J. 11th Feb.

ELECTRIC LIGHT—LOCAL AUTHORITY—CORPORATION—UNDERTAKERS—CONTRACT TO SUPPLY—WANT OF SEAL—DAMAGES OR PENALTY—ST. MARYLEBONE ELECTRIC LIGHTING ORDER, 1901—ELECTRIC LIGHTING ORDER CONFIRMATION (No. 1) ACT, 1901—1 ED. 7, C. CCXXXVII.

The defendants agreed, partly by correspondence and partly verbally, to supply electric light at a 240 voltage to new premises which the plaintiffs were then erecting by a certain date. On faith of this undertaking the plaintiffs put in a suitable installation, but when the day came to open the premises the defendants failed to furnish a supply. The plaintiffs thereupon sued for damages for breach of contract.

Held, that, although the contracts relied on were not under seal, the action was maintainable, and, further, that the plaintiffs' claim was not limited to a penalty of 40s. a day recoverable only in a court of summary jurisdiction.

Action to recover damages for breach of contract tried before Ridley, J., and a special jury. The jury answered certain questions left to them in favour of the plaintiffs, and upon these findings of the jury the questions of law were argued and judgment reserved.

RIDLEY, J., in the course of his judgment said the plaintiffs were a firm of drapers in Oxford-street. They were, in 1905, extending their premises by taking in two or three houses at the rear in Berners-street. They brought this action against the defendants, sued as the undertakers under statutory authority for the supply of electric lighting in their district, for breach of a contract, partly verbal and partly in writing, to supply to their new premises electric light at a voltage of 240 by the first week in September, 1905; and, further, for breach of another subsidiary contract by which, on the defendants' failure to perform the first contract, they agreed to supply light at a voltage of 200 in two days. The defendants denied the making of the contracts and that the persons who made them had authority to enter into them on their behalf; and they further pleaded (1) that the contracts (if made) were not under the seal of the corporation, and were therefore not binding upon them; (2) that the alleged contracts were not within the power or capacity of the corporation, and were therefore void; and (3) that by section 26 of the St. Marylebone Electric Lighting Order, 1901 (which was confirmed by the Electric Lighting Order Confirmation (No. 1) Act, 1901 (1 Ed. 7, c. CCXXXVII.) the only liability, if any, imposed upon them for the alleged breaches of contract was a penalty not exceeding 40s. per day, recoverable in a court of summary jurisdiction. Clause 26 of the Provisional Order of 1901 enacted that "whenever the undertakers make default in supplying energy to any owner or occupier of premises to whom they may be and are required to supply energy under this order they shall be liable to a penalty not exceeding 40s. in respect of every such default for each day on which any such default occurs." The plaintiffs in 1905 were preparing to enlarge their shop premises, and had previously received notice to the effect that the defendants had decided to alter the voltage at which the current was supplied from 200 to 240. The plaintiffs intended to open their new premises in September, 1905, and they wrote to ascertain from the defendants whether the new current could be supplied by then, for if it could it would be unnecessary to instal the existing current at 200 volts, while, on the other hand, the expense of the change would be saved the defendants. They received a reply to the effect that the defendants anticipated to be able to supply the 240 volts current during the first week in September, and subsequently in June they were informed that this could be promised with practical certainty. The plaintiffs thereupon proceeded with an installation suitable only for a 240 voltage. The defendants found when the time came that they could not supply a 240 voltage, and it was not until the 3rd of October that this voltage was supplied. On the 19th of September there was another interview at which Mr. Wilkinson, who represented the defendants, was proved to have said that he would supply the plaintiffs with a current at 200 from the cable in Berners-street in two days if they would cut one arc lamp off each circuit. The plaintiffs altered their installation accordingly, but the current was not supplied. For the breach of these two alleged contracts the action was brought, the damages being agreed at £500. The jury found that the alleged contracts entered into in June and September by the representatives of the defendants and the plaintiffs had been proved,

and the question of law was then argued as to whether the contracts not being under the seal of the defendants they could be enforced. The plaintiffs relied on *Lauford v. Billericay Rural Council* (1903, 1 K. B. 772), in which the judgment of Wightman, J., in *Clarke v. Cuckfield Union* (21 L. J. Q. B. 349) was approved and followed. His lordship came to the conclusion that this was not an action for the breach of a statutory obligation, but one based on breach of an alleged contract. He therefore held that the case was not within the penalty clause. It followed that, the contract having been proved and the breach, the plaintiffs were entitled to £500, the amount of the agreed damages with costs, but a stay of execution was granted by consent upon the usual solicitors' undertaking to repay the costs. Judgment for the plaintiffs.—COUNSEL, *Lush, K.C.*, and *J. D. Crauford*; *Shearman, K.C.*, and *McCardie*. SOLICITORS, *Banister & Reynolds*; *Sharpe, Parker, & Co.*

[Reported by ESKINE REID, Barrister-at-Law.]

CRUMP v. LEWIS. Div. Court. 11th Feb.

UNEMPLOYED WORKMEN ACT, 1905—REGISTRAR ENGAGED AND PAID BY A DISTRESS COMMITTEE—COMMITTEE OF THE COUNCIL—DISQUALIFICATION OF MEMBERS TO VOTE—PENALTY—LOCAL GOVERNMENT ACT, 1894.

By the Unemployed Workmen Act, 1905, a distress committee can be appointed. Held, that those members of a distress committee appointed by the council are themselves a committee of the council, and, therefore, a registrar who was thus appointed, being a paid officer of the committee, was disqualified from voting.

Case stated by two justices of the petty sessional division of the Half Hundred of Beacontree, Essex. An information was laid by the appellant G. W. Crump under the Local Government Act, 1894, against the respondent T. T. Lewis, alleging that the latter was liable to penalties for voting as a member of the Walthamstow Urban District Council whilst he held a paid office under that body, to wit, the office of a registrar or inquiry agent for the purposes of the Unemployed Workmen Act, 1905, at a weekly salary of £1 10s. Under the above Act of 1905 the Walthamstow Council appointed a committee to discharge certain duties, the funds which the committee dealt with being raised partly by voluntary subscriptions and partly by grants from the council. The cost of keeping the registers and other establishment charges were borne by the council. The respondent was appointed a registrar on the 4th of December, 1906, and held that position till the 25th of April, 1907. He resigned on the latter date as soon as he heard that there was an objection raised as to the legality of his voting on the council. On the matter coming before the magistrates at Beacontree they dismissed the information on the ground that as the committee consisted not only of members of the council, but of co-opted members and members of the board of guardians, it was not a committee of the council, and Lewis was not therefore a paid official of that body. In support of the appeal it was contended that the magistrates had come to a wrong decision, as the statute from beginning to end spoke of the committee as a council committee, and as the council provided a portion of the funds in the public interest, the provisions of the Local Government Act, 1894, should be upheld. The respondent, who appeared in person, submitted that the justices had come to a right decision.

Lord ALVERSTONE, C.J., said the respondent was holding a paid office under the district council, and there was no doubt that the committee at which he voted was a committee of the council. In the Act of 1905 the distress committee was treated as being a committee of the council, and the funds for the payment of its officers were provided by the council. The intention of the Legislature was to give protection from the mischief of persons who might be thought to have an interest, acting as members of the employing body. The decision of the magistrates ought, therefore, to have been that the respondent was disqualified. As Mr. Lewis, however, appeared to have acted in good faith there would be no costs. The appeal would be allowed, and the case remitted to the magistrates for the imposition of a nominal penalty.

A. T. LAWRENCE and SUTTON, JJ., gave judgment to the like effect. Appeal allowed and case remitted accordingly.—COUNSEL, *Thornton Laves* and *G. Berwick*. SOLICITOR, *C. T. Wilkinson*.

[Reported by ESKINE REID, Barrister-at-Law.]

Solicitors' Cases.

WILSON v. STEVENS. Joyce, J. 13th and 15th Feb.

PRACTICE—MOTION TO REINSTATE ACTION FOR HEARING—ABSENCE OF DEFENDANT—RETRIAL OF ISSUES INVOLVING MORAL RESPONSIBILITY ONLY WITHOUT AFFECTING LEGAL LIABILITY.

A case properly heard and tried will not be reinstated for trial where the party applying could have attended at the hearing, and only seeks to clear himself from blame without disputing any legal liability.

The defendant, Francis Hewitt Stevens, was the junior partner in the firm of C. R. & F. H. Stevens, against whom Mrs. Annie Laing Stevens recently brought an action for negligence and breach of duty as fiduciary agents, in which an order was made by Joyce, J., on the 11th inst. against the above-named firm for an account, delivery, and taxation of all bills of costs, and an immediate order for payment seven days after the service of certain sums due to the plaintiff. From his affidavit upon the present application it appeared that the defendant had delivered a defence, and intended to be present at the trial of the above-mentioned action, but owing to certain information received by him he did not study the cause lists, and only saw that the case was in the list between 11 and 11.30 a.m.

of the same morning, when he was in Gravesend. The case was over by 1.15 p.m., when he arrived at the court. The share of Mr. F. H. Stevens in the firm was a one-twelfth share only, and since 1898 he had been exclusively engaged in the Gravesend business of the firm, and knew nothing of the transactions between the plaintiff, Mrs. Wilson, and C. R. Stevens, except that before and in 1894 he took some part in the litigation resulting in Mrs. Wilson's title to her property being established. Mr. F. H. Stevens did not wish to dispute his legal liability, but only wished to be put on oath to clear himself from moral blame. Notice of motion had been served on the plaintiff, whose counsel was present.

JOYCE, J., said he could do nothing. The action was tried and properly heard in the absence of the defendants. The applicant should have known and attended. He was asked to reinstate this case for hearing, to try some issue relating solely to the moral responsibility of one of the parties. He refused to do this, and dismissed the motion with costs.—COUNSEL, *S. R. Earls*; *E. W. Lavington*. SOLICITORS, *J. C. Jackson*; *Albert A. Strong*.

[Reported by A. S. OFFE, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BARON v. BARON. Gorell Barnes, P. 23rd Jan.

DIVORCE—JUDICIAL SEPARATION—CRUELTY—RESPONDENT'S SUICIDAL TENDENCIES—REASONABLE APPREHENSION OF DANGER TO PETITIONER—DECREE.

Where a husband had repeatedly attempted to commit suicide, and the medical evidence showed a danger of his developing homicidal symptoms, the court granted the wife a judicial separation.

A wife's petition for a judicial separation on the ground of the respondent's cruelty. It appeared that the parties were married in 1902. On two or three occasions the respondent had been guilty of violence in the petitioner's presence, and had made use of threats and disgusting language, but the real grounds for the petition were that three times the respondent had attempted to commit suicide by cutting his throat. In consequence of this conduct the petitioner's health had suffered, and she had a "reasonable apprehension" that some day he would attack her. After the second attempt upon his life, the respondent had been confined in a private asylum for a few months, but on his release the petitioner rejoined him. They finally separated in September, 1906. The respondent made his third attempt to take his life in November, 1906. At the present time he was not under restraint. A medical witness stated that the respondent's conduct had had a bad effect upon the petitioner's health, and that there was a possibility of the respondent attacking her, although the witness had not heard that the respondent had previously done so. On behalf of the respondent it was contended that it was not legal cruelty to attempt to commit suicide. If it were, then in the present case the petitioner had condoned the offences by cohabitation, and the third attempt had taken place after the parties had separated. The doctrine of "reasonable apprehension" could not be applied, otherwise every wife whose husband had been sent to prison, on account of his violence, or to an asylum would be entitled to a decree. It was urged for the petitioner that she required protection, and that the medical evidence justified her petition and shewed that there was "a reasonable apprehension" of injury to her health in the future. [GORELL BARNES, P., referred to *Hall v. Hall* (3 Sw. & Tr. 347).] The present case was not one of insanity, but came within *Russell v. Russell* (44 W. R. 213; 1897, A. C. 395)—[GORELL BARNES, P.—That case had nothing to do with insanity.]—and was on all fours with *Hanbury v. Hanbury* (1892, P. 222).

GORELL BARNES, P.—I think the petitioner is entitled to a decree of judicial separation. I do not think it is necessary to examine the authorities to see what is the position in regard to complete insanity, or such insanity as would not in any case endanger the wife's position, either with regard to her physical or mental health. Probably it would be found, and I have no doubt rightly so found, that if there is a case of permanent insanity the remedy of the wife would be to apply the provisions of the Lunacy Act, and also if there was a case of recurrent intermittent insanity in which there was no question of the safety of the wife, but only some misfortune on the part of the husband which rendered him liable to be full of all sorts of insane ideas, there again there would, in all probability, be nothing to entitle the wife to a decree. I do not agree that to decide this case against the respondent is to decide in every case of lunacy that a wife is entitled to a judicial separation. It must depend on the facts. The facts of this case are that the husband had manifested by his conduct towards his wife considerable animosity and considerable violence at a time when nobody was able to suggest that there was any ground for treating him as an insane person, or to confine him from exhibiting his conduct towards her. It is true on two occasions in 1905 he committed certain acts of violence towards himself, and again in 1906, but was not on the third occasion confined, but placed with his father, who undertook to look after him. After the second attempt for a short period he seems to have been confined in some asylum; but at the other times he appears merely to have been in a state of uncontrolled mental temper, if I may use that expression, and to have been since the time of the last attempt out and about and not under any restraint of the character which is found in an asylum. One cannot bring this case within any authority which shews that there are cases like it, but it is a case in which, for the wife's safety, it is necessary she should not be called upon to live with her husband, and should be protected from

violence on his part. It is an unfortunate case, but I think it is one in which the husband must be subject to a decree of judicial separation on behalf of his wife, with costs.—COUNSEL, *Barnard, K.C.*, and *H. Dodd*; *W. Frampton* and *D. Coles-Presdy*. SOLICITORS, *J. A. White*; *R. Barnes*.

[Reported by J. HARVEY MURPHY, Barrister-at-Law.]

WILSON v. WILSON. Gorell Barnes, P. 16th Jan.

DIVORCE—WIFE'S PETITION—ADULTERY AND DESERTION—ORDER AGAINST HUSBAND UNDER SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 VICT. C. 39), ss. 4, 5, SUB-SECTION (A)—EFFECT OF SUCH ORDER—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. C. 85).

Where a wife obtained a separation order under the Summary Jurisdiction (Married Women) Act, 1895, within two years from the time when her husband's desertion commenced, it was

Held, that she could not, after the two years had elapsed, allege in a petition for divorce that the respondent had deserted her without reasonable excuse for two years and upwards.

Dodd v. Dodd (1906, P. 189) followed.

A wife's undefended petition for divorce on the ground of her husband's adultery and desertion. It appeared that the parties were married on the 28th of December, 1902. On the 29th of May, 1903, the respondent deserted the petitioner, whereupon she obtained a separation order from the justices on the 29th of June of the same year, the ground being the respondent's desertion. He was ordered to make the petitioner an allowance. Subsequently he became irregular in the payments under the order, and was discovered to be living with a woman named Waterhouse. In August, 1907, the respondent was committed to prison for two months in default of payment of the arrears under the order. It was submitted that the case was on all fours with that decided by *Bucknill, J.*, in *Failes v. Failes* (1906, P. 326), and was distinguishable from *Dodd v. Dodd* (supra). *Smith v. Smith* (1905, P. 249) and *Drew v. Drew* (13 P. D. 97) were also referred to.

GORELL BARNES, P., said that he had considered the point raised very carefully in *Dodd v. Dodd* (supra). Although that case was decided on the fact that the respondent had not deserted his wife, he had fully dealt with the principles applicable to such cases, and had expressed his views as to the effect of the Summary Jurisdiction (Married Women) Act, 1895. Those views he still adhered to, and, with all respect, could not agree with the decision in *Failes v. Failes* (supra). The effect of section 4 of the Act of 1895 was to provide that a separation order granted by the justices had the same effect as a decree of separation, with regard to putting an end to desertion. As regards the present case, he found the charge of adultery proved, and also the facts on which desertion depended prior to the order in 1903. As no amendment to obtain a judicial separation was asked for the petition was dismissed.—COUNSEL, *Sherwood*. SOLICITORS, *Ullithorpe, Curry, & Co.*, for *A. J. Glover*, *Smethwick*.

[Reported by DIGBY COTES-PRESDY, Barrister-at-Law.]

New Orders, &c. County Courts, England and Wales.

JUDGES AND DISTRICTS.

ORDER OF THE LORD CHANCELLOR, DATED THE TWELFTH DAY OF FEBRUARY, 1908.

Whereas it is provided by the County Courts Act, 1888, that the Lord Chancellor may from time to time direct that there shall be two judges of a district or districts, and that it shall be lawful for the Lord Chancellor from time to time to alter the distribution of the districts among the judges, and for that purpose to remove any judge from all or any of the districts of which he is the judge for the purpose of appointing him to any other district or districts, or to appoint any such judge to be the judge of any district or districts in addition to the district or districts of which he is the judge, or to direct that any judge shall sit as an additional judge in any district or districts:

Now by virtue and in exercise of the powers in that behalf by the said Act or otherwise in me vested, I, the Right Honourable Robert Threshie, Baron Loreburn of Dumfries, Lord High Chancellor of Great Britain, do hereby order as follows:

On and after the fourth day of May, 1908, the several judges of the County Courts mentioned in the first column of the Schedule hereto shall be judges or joint judges (as the case may be) of the districts of the several County Courts set opposite to their names respectively in the second column of the said Schedule: and on and after the said day all orders heretofore made appointing any of the said judges to be judges or joint judges of the districts of any County Courts other than those set opposite to their names respectively in the second column of the said Schedule shall be revoked and annulled.

Dated this twelfth day of February, 1908.

(Signed) LOREBURN, C.

SCHEDULE.

Circuit No. 9.—His Honour Judge ROINALD BROWN, K.C. Cheshire: Congleton and Sandbach, Hyde, Macclesfield, Nantwich and Crewe, Northwich and Winsford, Stockport. Lancashire: Ashton-under-Lyne and Stalybridge. Shropshire: Market Drayton, Whitechurch.

Circuit No. 17.—His Honour Judge Sir G. SHERSTON BAKER, Baronet. Lincolnshire: Barton-on-Humber, Boston, Bourne, Brigg and Scunthorpe, Gainsborough, Grantham, Great Grimsby, Horncastle, Lincoln, Louth, Market Rasen and Caistor, Skefford, Spalding, Spilsby.

Circuit No. 20.—His Honour Judge W. WRIGHTMAN WOOD. Leicester-

shire: Ashby-de-la-Zouch, Hinckley, Leicester, Loughborough, Lutterworth, Market Bosworth, Market Harborough, Melton Mowbray. Lincolnshire: Stamford. Rutlandshire: Oakham, Uppingham. Warwickshire: Coventry, Nuneaton.

Circuit No. 21.—His Honour Judge R. H. AMPLETT, K.C. Warwickshire: Birmingham, Solihull.

Circuit No. 22.—His Honour Judge R. W. INGHAM. Warwickshire: Alcester, Stratford-on-Avon. Worcestershire: Bromsgrove, Droitwich, Dudley, Evesham, Kidderminster, Pershore, Redditch, Shipston-on-Stour, Stourbridge, Worcester.

Circuit No. 25.—His Honour Judge P. HOWARD SMITH. Staffordshire: Lichfield, Rugeley, Tamworth, Walsall, West Bromwich, Wolverhampton. Warwickshire: Atherstone.

Circuit No. 26.—His Honour Judge A. H. RUEGG, K.C. Staffordshire: Burnlem, Cheadle, Hanley, Leek, Newcastle-under-Lyme, Stafford, Stoke-upon-Trent and Longton, Stone, Tunstall, Uttoxeter. And joint judge of—Warwickshire: Birmingham.

Circuit No. 27.—His Honour Judge GEORGE HARRIS LEA. Herefordshire: Bromyard, Hereford, Ledbury, Leominster. Shropshire: Bishops Castle, Bridgnorth, Cleobury Mortimer, Ludlow, Madeley, Newport, Shrewsbury, Wellington, Wem. Worcestershire: Great Malvern, Tenbury.

Circuit No. 28.—His Honour Judge WILLIAM EVANS. Brecknockshire: Builth, Hay. Cardiganshire: Abergystwith. Carmarvonshire: Portmadoc and Festiniog, Pwllheli. Herefordshire: Kingston. Merionethshire: Bala, Corwen, Dolgellay. Montgomeryshire: Llanfyllin, Llanidloes, Machynlleth, Newtown, Welshpool. Radnorshire: Knighton, Presteign, Rhayader and Llandrindod Wells. Shropshire: Oswestry.

Circuit No. 32.—His Honour Judge JAMES MULLIGAN, K.C. Cambridge-shire: Ely, March, Soham, Wisbech. Lincolnshire: Holbeach. Norfolk: Attleborough and Watton, Aylsham, Downham Market, East Dereham, Harleston, Holt, King's Lynn, Little Walsingham and Fakenham, North Walsham, Norwich, Swaffham, Thetford, Wymondham.

Circuit No. 33.—His Honour Judge H. EARDLEY WILMOT. Cambridge-shire: Newmarket. Norfolk: Great Yarmouth. Suffolk: Beccles and Bungay, Bury St. Edmunds, Diss and Eye, Framlingham and Saxmundham, Hadleigh, Halesworth, Haverhill, Ipswich, Lowestoft, Mildenhall, Stowmarket, Sudbury, Woodbridge and Felixstowe.

Circuit No. 35.—His Honour Judge T. W. WHEELER, K.C. Bedfordshire: Bedford, Biggleswade, Leighton Buzzard, Luton. Buckinghamshire: Newport Pagnell. Cambridgeshire: Cambridge. Essex: Saffron Walden. Hertfordshire: Bishop's Stortford, Hitchin, Royston. Huntingdonshire: Huntingdon, St. Neot's. Northamptonshire: Oundle, Peterborough, Thrapston, Towcester.

Circuit No. 36.—His Honour Judge Sir T. W. SAGGER, LL.D. Bedfordshire: Ampthill. Berkshire: Abingdon. Buckinghamshire: Buckingham. Northamptonshire: Brackley, Daventry, Kettering, Northampton, Wellingborough. Oxfordshire: Banbury, Oxford and Bicester, Thame, Witney, Woodstock. Warwickshire: Rugby, Southam, Warwick.

Circuit No. 45.—His Honour Judge EDWARD HARRINGTON. Berkshire: Newbury, Reading. Surrey: Chertsey, Croydon, Epsom, Farnham and Aldershot, Guildford and Godalming, Kingston, Wandsworth.

Circuit No. 52.—His Honour Judge A. GWYNNE JAMES. Berkshire: Faringdon, Hungerford, Wantage. Gloucestershire: Chipping Sodbury. Somersetshire: Bath, Frome, Temple Cloud and Midsummer Norton. Wiltshire: Bradford and Trowbridge, Calne, Chippenham, Devizes, Marlborough, Melksham, Swindon, Warminster, Westbury.

Circuit No. 53.—His Honour Judge A. B. ELLICOTT. Gloucester: Cheltenham, Cirencester, Dursley, Gloucester, Newent, Newnham, Northleach, Stow-on-the-Wold, Stroud, Tewkesbury, Thornbury, Winchcomb. Oxfordshire: Chipping Norton. Wiltshire: Malmesbury.

His Honour Judge EDWARD BRAY, to be joint Judge of Middlesex: Bloomsbury, Bow, Brentford, Brampton, Clerkenwell, Edmonton, Marylebone, Shoreditch, Westminster, Whitechapel. Surrey: Lambeth, Southwark, Wandsworth.

Societies.

The Birmingham Law Society.

The following are extracts from the report of the committee:

Members.—Your committee have to report that the number of members as compared with last year shows an increase of five. Eighteen new members have been elected, four have resigned, four have ceased to be members by reason of non-payment of subscriptions, and five have died; the number on the register on the 31st of December, 1907, was 366. Twenty-one barristers have during the year subscribed for the privilege of using the library. Amongst those who tendered their resignations is Mr. E. R. Williams on his retirement from practice. Mr. Williams had been a member since 1862, and in resigning his membership accompanied it with expressions of good wishes for the society's prosperity, which your committee reciprocated. Amongst those who have died have to be included the names of Mr. Samuel Balden, who for many years served the society as a member of the committee, and Mr. Ion Atkins, who acted as auditor in 1904, and whose premature decease has deprived the society of a member who might have rendered useful service in the future. In both instances your committee expressed their sympathy and condolence with the relatives.

Library.—The number of books issued during the year has again reached the high figure of 15,519, and although a large number of the members have assisted the work of the librarian by entering at the library all books obtained direct from another borrower, your committee still appeal to all

the members to make this a universal practice in order to facilitate the general convenience of the members.

Birmingham Board of Legal Studies.—During the past year the formation of this board, as outlined in last year's report, has been completed, and there has been instituted under its control a complete system of legal education for this district, particulars of which have been given to the members by circulars during the year. The board consists of the officers and six members of the committee of this society and representatives of the Law Society, the Wolverhampton Law Society, the Birmingham University, and the Birmingham Law Students' Society. Mr. H. C. Pinsent has been elected the chairman of the board. Your committee are encouraged to believe, from the successful inauguration of the board, that legal education in this district will receive a decided impetus, and they hope that with the cordial co-operation of the members of this society and solicitors in the districts round the system may be gradually extended and eventually become second to none in the provinces. Your committee have recently issued a circular to members reminding them that as these classes are established in the interest of the principal as well as the articulated clerk, it is in their opinion right that the fees should be paid by the principal. This view was expressed by the committee soon after the establishment of the classes many years ago, and the committee, at the request of the Board of Legal Studies, took the opportunity of reminding the members of their obligation.

Provincial Meeting of the Law Society, 1908.—Your committee are pleased to report that the Council of the Law Society have accepted the invitation which your committee gave in the name of this society to hold their annual provincial meeting for 1908 in Birmingham. The dates of the meeting have been fixed for the 28th, 29th, and 30th of September and the 1st of October next. The last occasion when the annual provincial meeting of the Law Society was held in Birmingham was in 1896. It is intended to convene a meeting of solicitors in the district in the month of March for the purpose of electing a committee to make the necessary arrangements.

Plans on Building Leases.—The attention of your committee has recently been drawn to the desirability of shewing upon plans endorsed on building leases the distance to one of the corners of roads intersecting the road where the land is situate, so that such land can be properly identified. Your committee need hardly say that they strongly recommend the members to see that this is done.

Free Conveyances.—The attention of your committee has been once again drawn to this subject on a question brought before the Associated Provincial Law Societies by the Gloucestershire and Wiltshire Law Society, and your committee repeated their previously expressed opinion that it was undesirable that conditions of sale should be used which imposed upon purchasers the necessity of accepting a conveyance upon terms which involved the acceptance by the purchaser of the title without giving such purchaser a reasonable opportunity of taking advice as to the course which it would be well for such purchaser to adopt. Your committee referred to the following cases on the subject: *Dougherty v. Oates* (45 SOLICITORS' JOURNAL, 119), *White and Smith's Contract* (74 L. T. 377), and *Hardwicke and Lipiski's Contracts* (50 W. R. 20). The Council of the Law Society expressed the following opinion on the matter: "While the council deprecate any condition of sale which abridges the right of a purchaser to employ his own solicitor, and consider wholly inadmissible any condition which obliges the purchaser to employ the vendor's solicitor, they see no objection in cases in which the lots are numerous or of small value, or where there are other special circumstances, to a condition offering the purchaser a free conveyance, or a conveyance free of expense except stamp duty, on his agreeing to accept the vendor's title without investigation, provided the purchaser is given a reasonable time after the signing of the contract within which to accept or refuse the offer."

Obituary.

Mr. W. H. Holl, K.C.

The death is announced of Mr. William Haworth Holl, K.C., at the age of 84. He was called to the bar in 1851, and joined the South-Eastern Circuit; he was created Queen's Counsel in 1877, and had, we believe, a good practice. He was appointed a County Court Judge of Circuit No. 1 in 1884, but resigned some years since.

Legal News.

Appointments.

Mr. J. LLOYD MORGAN, K.C., M.P., has been appointed Recorder of Swansea, in the place of Sir S. T. EVANS, K.C., M.P., resigned on appointment as Solicitor-General.

Changes in Partnerships.

Dissolutions.

FRANCIS PARKES and CHARLES PARRY WILLIAMS, solicitors (Whitehouse, Etherington, & Co.), 48, Lincoln's-inn-fields, Feb. 11. Each partner's business will be carried on in the future separately, the said C. P. Williams alone practising as Whitehouse, Etherington, & Co.

[Gazette, Feb. 18.]

Information Required.

ELIZA LETITIA HUMBLE, deceased.—The above, who was the daughter of Dr. William Edward Humble, of Corfe Castle, died on the 22nd of November, 1899. It is believed she may have made a Will. Anyone who has any such will in his possession is requested to kindly communicate with Messrs. Sewell, Edwards & Nevill, of 35, Bucklersbury, London, E.C., solicitors for the next-of-kin.

JOHN WILCOX RUDD, Esq., deceased; Mrs. JESSIE LOVE COCKSHOTT (formerly Jessie Love Bell or Rudd), deceased.—John Wilcox Rudd was the second son of Colonel John Rudd, of Ayr. On John Wilcox Rudd's marriage at Glasgow, on the 11th June, 1839, to Miss Jessie Love Bell, daughter of John Bell, Esq., merchant, of Paisley, a settlement is believed to have been executed. After the death of John Wilcox Rudd, Mrs. Jessie Love Rudd was married at Edinburgh on the 26th July, 1849, to John Cockshott, Esq., of London, an officer in H.M. Customs. A settlement was executed on this marriage also. Information as to the present whereabouts of these two settlements is desired by Messrs. Moon, Gilks, & Moon, 15, Lincoln's-inn-fields, London, W.C., solicitors.

General.

The Solicitor-General was knighted on the 17th inst.

On Tuesday Lord Justice Vaughan Williams announced that the Lord Chief Justice would preside in Court of Appeal No. 1 during the week beginning on Monday, the 2nd of March.

One of the judges of the King's Bench Division (Mr. Justice Bigham) saved a good deal of time on Friday, says a writer in the *Daily Telegraph*, by calling all the new "silks" within the bar simultaneously, instead of following the usual course of inviting each one to "move" individually. The resulting confusion was not altogether dignified. A sane reform would be the substitution of a single ceremonial in the court of the Lord Chief Justice for the present unmeaning procession to each of the courts occupied by a judge.

The difficulties of an administration action in Utah were, says the *Central Law Journal*, recently demonstrated by the following questions propounded by the court to the perplexed legal representative of a deceased polygamist: "How many wives did your father have, Mr. Scott?"—"You've got me there, Judge. I have found five, but I'm told he had two or three more." "How many children did he have?"—"Well, I've rounded up sixty, your honour, but I believe there are some more scattered around the country."

Angry that his name should, without consent, be given to a pipe, Dr. Roux, chief of the Pasteur Institute, says the *Daily Mail*, sued a firm of pipe manufacturers for £1,000 damages. It seems that the defendants in 1902 invented a new pipe, with a special smoke filter, and sent one to the doctor, requesting permission to call this invention the "Dr. Roux" pipe. The doctor returned it without answer, and soon the "Dr. Roux" pipe was advertised all over France. The defendants say that they took Dr. Roux's silence to signify consent; but the savant says that he never approved of the pipe and never gave his consent. He was astonished and indignant at seeing his name placarded all over France.

Sir Edward Fry, presiding over the Central Poor Law Conference at the Guildhall on Wednesday, says the *Daily Mail*, referred to recent disclosure of peculation and dishonesty in some very important boards of guardians. Did the Local Government Board inspire us with a confidence that it could satisfactorily perform such vast labours as Socialism implied? Proposals to feed school children and give all old-age pensions became more and more onerous. There could be no doubt that the heart of the Roman people went rotten under two influences—the degradation of the lower populace by being fed by the State, and the destruction of the middle classes by taxation which it was beyond their power to sustain. The result of this combined Socialism and despotism made the Roman Empire incapable of resisting attacks from without.

At the Manchester Assizes before Mr. Justice Pickford, in a case of *Res v. Rushton* an interesting point arose, says the *Times* reporter. The prisoner was charged with bigamy. His first marriage took place in Yorkshire in 1865, and he had married again in 1905. Mr. Openshaw, who appeared for the prosecution, said that he was afraid, as he could not affirmatively prove the prisoner's first marriage, that to continue the prosecution would only be a waste of time. The learned judge: Then how has the prisoner got here? Mr. Openshaw said the first wife was called as a witness, and gave evidence against him in the court below. The learned judge explained to the jury that, as this man's first marriage had taken place about forty-five years ago, it was exceedingly difficult to get any evidence about it. The only witness the prosecution had found was the first wife herself, but by law she could not be called to give evidence against her husband in a case of that kind. That being so, the prisoner must be found Not Guilty.

The Lord Chancellor presided, on the 13th inst., over the annual social meeting of the Royal Courts of Justice and Legal Temperance Society, held in the Inner Temple Hall. Among those present were the Bishop of St. Albans, Lord Alverstone, Mr. Justice Neville, Mr. Justice Parker, Master T. Willes Chitty, Master Archibald, and Master Macnamara. Lord Alverstone, speaking as chairman of the society, said they had been working now for over sixteen years. Totally unsectarian, the society had been a power for good in not a few cases where members of the legal profession had felt the need of the support the society gave. The Lord Chancellor expressed the belief that the growth of intemperance was one of the

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greatest dangers that threatened the human species. Whatever legislation might effect for future generations, the most valuable temperance work that could be done to-day was that accomplished by individual effort. Such work would be far more operative than the most stringent provisions of legislation. A programme of music was rendered during the evening by Mr. William Forington and the senior choristers of the Temple Church.

On the 17th inst., in the Probate, &c., Division, an application was made, says the *Times*, for leave to swear the death of C. S. Pulteney, who was last heard of 1780. The President: What? Mr. Murray: 1780, my Lord. The President: Do you want to presume his death? Are you not sure that he is dead? Mr. Murray: This application is necessary for the title. We can fix neither the time nor the place of his death. In 1772 and 1773 Mr. Pulteney was practising as a surgeon in Sherborne. In 1780 he was believed to have gone abroad, and was never seen nor heard of by any member of his family since that date. In 1796, in the course of the suit of *Pulteney v. Douglas*—a suit commenced by Daniel Pulteney, a brother of C. S. Pulteney—the latter was advertised for without result. Charles Speke Pulteney was entitled to one-third share of £1,000 South Sea Annuities, which share was transferred into court, pursuant to an order made in Chancery dated March 11th, 1799, in the cause of *Pulteney v. Douglas*, to the credit of that cause, "Charles Speke Pulteney's account." The sum was now represented by £1,646 lss. 10d. Consols and £29 ss. 6d. cash. The present application was made by the administrator of the personal estate of Rebecca Pulteney, the daughter of Charles Speke Pulteney, who whilst living was his sole next of kin. The President: I have not much hesitation in giving you leave to swear the death in or since the year 1780.

On the 13th inst. Mr. J.W. Alsop, a partner in the firm of Messrs. Alsop, Stevens, Harvey, & Crooks, of 14, Castle-street, Liverpool, was, says the *Daily Mail*, in his office, when, about five o'clock, he received word that he was wanted at the telephone, which is situated on the floor below. Hurriedly descending to reply to the call, Mr. Alsop, who is about sixty years of age and somewhat shortsighted, was suddenly startled by the report of a revolver shot. Before he could see who his assailant was another shot rang out, and the solicitor staggered on the stairs as a bullet pierced his left arm. Dazed and bleeding profusely Mr. Alsop managed to make his way back into his office, where he collapsed in a chair. Mr. Alsop managed to indicate to his staff the nature of the outrage, and two of the clerks promptly went in pursuit of the assailant, who had taken to his heels. On reaching the street the two clerks caught sight of the flying figure and gave chase. Up Castle-street and across Dale-street pursuers and pursued ran, followed by an excited crowd. Finding that his pursuers were too close upon his track, he turned at bay. Levelled the revolver, which he had carried in his hand during the chase, he fired at the two clerks, but missed them. So threatening was the attitude of the man that they dare not approach him, but two police-constables rushed at the assailant from behind and overpowered him, though not without a struggle. On being conveyed to the police-station he gave his name as William Stanley Vaughan, and his address as 61, Prescott-street. Two revolvers, partly loaded, were found in his possession. The opinion of the police doctor who examined Vaughan after he had been taken into custody was that he was suffering from delusions. Mr. Alsop was taken to the Northern Hospital, where the bullet was extracted. The injury was not of a serious character, and later in the evening he was able to leave for his residence at Birkenhead. Vaughan was formerly a client of Mr. Alsop's. He was apparently well-to-do, and had no occupation. In 1897, adds the *Daily Mail*, Mr. Alsop was in consultation with a local solicitor named Holland, when the latter was shot by a woman. Mr. Alsop seized the assailant and held her until assistance came. The woman was sentenced to death, but was respited. According to the latest accounts Mr. Alsop is going on well.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday, Feb. 24	Mr. Theod	Mr. Goldschmidt	Mr. Gresswell	Mr. Beal
Tuesday 25	Beal	Theod	Leach	Farmer
Wednesday 26	Borror	Goldschmidt	Gresswell	Beal
Thursday 27	Bloxam	Theod	Leach	Farmer
Friday 28	Tindal King	Goldschmidt	Gresswell	Beal
Saturday 29	Church	Theod	Leach	Farmer
Date.	Mr. Justice WASHINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EYE.
Monday, Feb. 24	Mr. Synges	Mr. Church	Mr. Bloxam	Mr. Borror
Tuesday 25	Church	Tindal King	Borror	Bloxam
Wednesday 26	Synges	Church	Bloxam	Farmer
Thursday 27	Beal	Tindal King	Borror	Synges
Friday 28	Synges	Church	Bloxam	Theod
Saturday 29	Gresswell	Tindal King	Borror	Goldschmidt

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH NATURAL-PREMIUM LIFE ASSOCIATION, LIMITED—Petn for winding up, presented Feb 13, directed to be heard Feb 25. Parkes & Co, Fleet st, solrs for petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 24

C. R. & H. M. PERL, LIMITED—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to David Roberts, 19, Heathfield st, Swansea, liquidator

COWEY PATENT SCALES CO, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to James Benjamin Reeves, 25, Queen Victoria st, Brooks, Lawrence ls, Chapside, solrs for liquidator

FARRAR, TOM, & CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Frank H. Llewellyn, 17, Church st, Cardiff. Howell, Cardiff, solrs for liquidator

GEO. ALLIBONE & SONS, LIMITED—Petn for winding up, presented Feb 10, directed to be heard Feb 25. Collyer-Bristow & Co, Bedford row, for Slater, 8th-field, solrs for petn. Notice of appearing must reach Collyer-Bristow & Co not later than 6 o'clock in the afternoon of Feb 24

LAND AND INVESTMENT CO FOR AFRICA, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Basil H. Stride, 18-19, Ironmonger ln, Cheapide, liquidator

NEW INDEPENDENCE MIXE, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Basil H. Stride, 18-19, Ironmonger ln, Cheapide, liquidator

SARIS SYNDICATE, LIMITED—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to A. Hurrell, 85, London wall, Dunderdale, London wall, solrs for liquidator

SANRAS RUBBER AND GUTTA PERCHA CO, LIMITED—Petn for winding up, presented Feb 12, directed to be heard on Feb 25. Martyn & Martyn, Temple gins, solrs for petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 24

T. I. SYDICKATE, LIMITED—Petn for winding up, presented Feb 7, directed to be heard on Feb 25. Dixon & Co, Lancaster pl. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 24

London Gazette.—TUESDAY, Feb. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARTHUR LLOYD (HOGHTON), LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Thomas Huttie, District chmbr, Darwen, liquidator

BARTHOLOMEW & CO, LIMITED—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Reginald Arthur Vinter. Ratcliffe & Co, Bradford, solrs for liquidator

BAXTER'S GOLD EXTRACTION CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick John Asbury, Finsbury Pavement House, liquidator

CARBON SAFETY LIGHT CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to G. Carnaby Harrower, College hill chmbrs, 23, College hill. Simmons & Simmons, Cheapide, solrs for liquidator

E. C. CLARKE, LIMITED, IRONGATE, DERBY—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts or claims, to J. Sedgwick, 3, St. Mary's gate, Derby, liquidator

JOHN STOTT & BROTHERS, LIMITED—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to Simon Stott, Birch Holme, Wardle, nr Rochdale. Jackson & Co, Rochdale, solrs for liquidator

MERSON & HARDING, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to Arthur C Roberts, 9 and 10, Pancras ln. Brown & Co, Pancras ln, solrs for liquidator

QUEEN'S CHANNEL STEAMSHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to John Edwards, 5, Drury ln, Liverpool, liquidator

UNITED MEXICAN SYNDICATE, LIMITED—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to Francis William Ground, 35, Copthall av, liquidator

WHITE RIVER (COLORADO) COAL SYNDICATE, LIMITED—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Frederic Main Gillott, 15, Copthall av, liquidator

The Property Mart.

Sales of the Ensuing Week.

Feb. 24.—Messrs. GEO. GOULDENITH, SON, & CO., at 2: Valuable Leasehold Investments (see advertisement, Feb. 15, back page).

Feb. 25.—Mr. FREDERICK WARMAN, at 2: High-class Freehold and Leasehold Residences, Business Premises, &c. (see advertisement, Feb. 15, back page).

Feb. 25.—Messrs. C. W. DAVIES & SON, at 2: Leasehold House and Shop (see advertisement, Feb. 15, back page).

Feb. 26.—Messrs. TROLLOPE: 26, Park-lane, Mayfair (see advertisement, Feb. 15, p. lii.).

Feb. 26.—Messrs. TROLLOPE: 15, Cadogan-square, S.W., and 86, Knightsbridge (see advertisement, this week, back page).

Feb. 27.—Messrs. HERRING, SON, & DAW, at 2: Freehold Ground rents (see advertisement, this week, back page).

Result of Sale.

REVERSIONS.

MESSRS. H. E. FORSTER & CRAWFIELD held their usual Fortnightly Sale (No. 833) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £9,945:

ABSOLUTE REVERSIONS:

To Property at Newcastle, &c.	Sold	£270
To One-twelfth of £130,000	5,275
To One-half of Property at Brentford	190

REVERSIONS:

To £776 lss.	200
To £4,450 India Stock	3,930

POLICY OF ASSURANCE for £1,000

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LIFE INTERESTS:

In £28 India Stock	190
In £229 Gas Stock	190

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 31.

RAMSAY, FREDERIC CHARLES, Leatherhead March 6 Hicks v Ramsay, Parker, J Tickell, Essex st

London Gazette.—FRIDAY, FEB. 14.

WILLIAMS, MARY ANNE, Upper Bedford pl, Russell sq March 20 Butcher v Brevitt, Eve, J Payne, Cardiff

London Gazette.—TUESDAY, FEB. 18.

HINDS, ANN, Velindre, Penbryn, Carmarthen March 12 Hinds v Hinds, Swinfen Eady, J George, Carmarthen

Under 22 & 23 Vict cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, FEB. 11.

ADAMS, GEORGE, Kingston upon Hull March 6 Shackles & Dunkerly, Hull
AUSTIN, WALTER CRESS, Southampton, Dispensing Chemist March 21 Waller, Southampton

BARKER, JOSEPH, Stockton on Tees, Draper March 14 Thomas & Malkin, Stockton on Tees

BARTLETT, EDWIN ROBERT, Hendford, Yeovil, Builder Feb 28 Watts & Co, Yeovil
BIDE, LOUISA, Bristol March 10 Atchleys, Bristol

BURTON, ELIZABETH CHARLOTTE, Milverton, Somerset March 16 Williams & James, Norfolk st

BROWN, DAVID MACMURDO, High st, Tooting, Physician March 6 Bellord & Co, Old Cavendish st

BURCHELL, ANN, Brighton March 16 Chas Stubbs, 53, Dyke rd, Brighton
BULLEN-SMITH, ELIZABETH, Cranley gds, South Kensington March 6 Sanderson & Co, Queen Victoria st

CHARLTON, GERTRUDE EMILY ANTONIA, Mudeford, Hants March 11 Freeth & Co, Nottingham

COPELAND, CHARLES JOHN, Liverpool, Consulting Engineer March 21 Collins & Co, Liverpool

DAVIDSON, OLIVER, Guisborough, Yorks, Farmer Feb 21 Buchanan & Richardson, Guisborough

DIGBY, REV EVERARD DUFFIELD, Elgin ct, Elgin av, Meida Vale March 11 Smith & Smith, Aldersgate st

ERINGTON, ELIZABETH, Crank, nr St Helens, Lancs March 7 Thomas, St Helens

ETERN, MARY GREGORINA LAURA, Tewin, nr Welwyn, Herts March 8 Linklater & Co, Bond st, Walbrook

FISHER, WILLIAM, Longridge, Lancs March 1 Bawthorpe & Co, Preston
FOX, CHARLOTTE SOPHIA, Farnshaw rd March 21 Anderson & Sons, Ironmonger in Fyfe, Rev JOHN ADAM, Pratt st, Camden Town March 11 Rooke & Sons, Lincoln's inn fields

GARROD, ELIZABETH, Southwold, Suffolk March 6 Cooper, Southwold

GODDARD, JOHN, JP, Crawley, Sussex March 10 Finch & Jennings, Gray's inn sq

GARGO, JULIA THEODORA, Edgbaston March 31 Wood & Co, Birmingham

HADDOCK, ALICE, Bolton April 7 Hulton & Co, Bolton

HALL, ROBERT, Kingston upon Hull March 11 Hall, Hull

HANMAN, ALBERT, Bognor March 10 Stafford, Bognor

HARPER, HUMPHREY, Lutterworth, Leicester, Wine Merchant March 14 Watson & Sons, Lutterworth

HART, HARRY, Brighton March 7 Nye & Donne, Brighton

HUDSON, JANE, North Petherton, Somerset Feb 24 Alms, Taunton

HURLEY, ALFRED, Hereford March 2 Allen & Carver, Hereford

HUNT, MARTHA ELIZABETH, Barnes March 25 Kinch & Richardson, Chancery in

JOHNSON, HARVEY, Sheffield March 5 Clegg & Sons, Sheffield

JOHNSTONE, ANNIE ELIZABETH, Ipswich Feb 24 Turner & Co, Ipswich

JOHN, MARY ANNE, Prestegyn, Radnor March 20 Medcott, Knighton, Radnor

LAWRENCE, RACHEL, Sutherland av March 31 Manning, Gresham House

LEACH, LOUISA, Ufford, Suffolk March 14 Myatt, Crutched Friars, Mark in

LEES, SAMUEL, Ashton under Lyne, Iron Manufacturer March 31 Earle & Co, Manchester

LETT, GEORGE, Oxtou, Cheshire March 14 Duncan & Co, Liverpool

MCGAW, NORMAN CAMPBELL, York rd, Lambeth March 25 Emanuel & Co, Walbrook

MEWBURN, ELIZABETH, Ripon, Yorks March 10 Lucas & Co, Darlington

MEWBURN, EMILY, Ripon, Yorks March 10 Lucas & Co, Darlington

NOWELL, ELLEN, Auriol rd, West Kensington March 25 Gasquet & Co, Mincing In

PABROSE, CHARLES, Penrhywrynt, Porth, Glam March 20 C & W Kenahole, Aberdare

PEARD, THOMAS, Princes av, Church end, Finchley March 25 Stoneham, Essex st, Strand

PEARD, OLIVER, Cardiff March 14 Martyn & Martyn, Temple gds

FOULTER, DOUGLAS FORD, Wallington, Surrey, Wholesale Stationer March 31 Young & Co, Ely pl, Holborn

PHEO, JOHN, Sheffield, Usher March 11 Neal & Co, Sheffield

QUINT, SAMUEL, Brookley, Milk Merchant March 25 Kinch & Richardson, Chancery in

RIMMER, CHARLES, Southport, Builder March 14 Brown & Co, Southport

RIPLEY, JOHN ANTHONY,urbation March 8 Stubbard & Co, Leadenhall st

ROYDS, ALBERT EDWARD, Malchester, Licensed Victualler March 11 Cooper, Manchester

TANNER, HARRY GREENVILLE, Birmingham, Solicitor March 25 Jeffery & Co, Birmingham

TABBOTT, JOHN, Southsea March 31 Hobbs & Bruton, Portsmouth

TABBOTT, SARAH, Southsea March 31 Hobbs & Bruton, Portsmouth

THURMAN, MICHAEL JERRARD, Weymouth, Ironmonger March 17 Andrews & Co, Weymouth

TIMSON, ALBERT EDWARD WILLIAM, Moseley, Worcester, Cycle Accessories Factor March 25 Reynolds & James, Birmingham

TUNLE, ROSE, St Albans, Herts March 25 Morgan & Co, Old Broad st

TURNER, WILLIAM, Chesterfield March 31 Jones & Middleton, Chesterfield

WATSON, MIRA RUTH, Cadogan ct March 21 Hores & Co, Lincoln's inn fields

WHITTINGHAM, MARY ANNE, Liverpool March 12 Webb, Liverpool

WILKINSON, MARY JANE, Birkenhead Feb 24 Thompson & Co, Birkenhead

WOOLF, ELIZABETH, Balsall Heath, Birmingham March 12 Raphael & Co, Moorgate st

London Gazette.—FRIDAY, FEB. 14.

ANTHONY, EMILY EVERINGHAM, York March 31 Turner, York

ASPIWALL, HENRY, Aintree, Lancs, Farmer March Jones & Co, Liverpool

BACKHOUSE, MARY LOUISA, Holgate, Yorks March 31 Turner, York
BARBER, EDWIN HOBSON, York, Insurance Agent March 31 Turner, York
BISSETT, MARY, Dudley Feb 24 Marton, Dudley
BROTHROD, BENJAMIN, Hailey, Surgeon March 25 Challinora, Hailey
BURNER, ELIZABETH, Ealing March 16 Bridgman & Co, College hill, Cannon st
BREWER, FRANK JOHN, Richmond, Architect March 25 Ida Lavinia Brewer, Suffolk House, Richmond

BROOKE, SARA GRUNDY, Victoria Park, Manchester March 14 Foyster & Co, Manchester

BUCKNELL, MARY JANE, Bristol March 14 Tarr & Sons, Bristol

BURKEY, ELKANOR, Scamombe, Cheshire March 10 Innan, Liverpool

CARR, MARY ELKANOR, Onslow sq March 31 Carr & Co, High Holborn

CHILD, CHARLES ROBERT, Junction rd March 7 Jennens & Jennens, Kentish Town rd

COWELL, ELLEN, Sowerby Bridge, Yorks March 11 Cadman & Co, Cleckheaton

DENNE, HENRY, Minchinhampton, Glos March 25 Baikenridge & Edwards, Bartlett's bldgs

DORRSETT, WILLIAM, Titchmarsh, Colyton, Devon Farmer March 14 Mortimer, Colyton

DUNK, WILLIAM GEORGE, Aliceburg gds, Clapham Common North, Solicitor March 13 Fitt & Co, Chancery in

DUNWELL, MARY ALICE, Withington, Manchester, Dressmaker March 15 Lambert & Smith, Manchester

EATON, JAMES, Alveston, Derby March 11 Briggs, Derby

EDWARDS, THOMAS, Litherland, Lancs March 18 Yates & Co, Liverpool

FAIRBURN, MARY, Ormskirk, Lancs March 12 Parr & Co, Ormskirk

FERNTON, MAJOR GEORGE, Camberley, Surrey March 13 Howling & Berkeley, Lincoln's inn fields

FERNTON, JAMES, Blackpool March 10 Kay, Blackpool

FOX, JANE, Newcastle upon Tyne, Cart Proprietress Feb 23 Stewart, Newcastle on Tyne

GODDIE, PETER, Edgware rd March 15 Kingsbury & Turner, Brixton rd

GREENHOOD, VERNON JOHN, Chapel en le Frith, Derby, Physician March 18 Bennett & Co, Chapel en le Frith, nr Stockport

HADFIELD, MARY LOUISA, Chesterfield March 25 Davies & Co, Chesterfield

HAMMOND, FREDERICK ANTHONY, Dover March 30 Crowsley & Co, Lincoln's inn fields

HARRISON WILLIAM, Highbury quadrants March 23 sawbridge & Son, Aldermanbury, Gresham st

HERSON, JOHN, Appleby, Westmorland, Farmer April 1 Arnian & Co, Penrith

HESLER, ANTHONY, Colham, Bristol March 25 Miller & Co, Bristol

HIGGINS, LOUISA, Southport March 8 Public, New Mills, nr Stockport

HURT, ALBERT FREDERIC, Alderswaly, 1, 1st April 7 Shipton & Co, Chesterfield

JONES, ANN, Moson, Manchester March 14 Whitfield, Batley

KNUTZER, FREDERIK WILHELM, Sunderland, Shipowner March 10 Nesbitt, Sunderland

LE BLANC, LOUISA, Newington Bu February 26 Robinson, Basinghall st

LEFEVRE, SAMUEL, jun, Dover March 8 Miller & Co, Telegraph st

LILLY, WILLIAM, Liverpool, Optician March 2) Meuzes & Co, Liverpool

MCCORD, ISABELLA, Newcastle upon Tyne March 12 Denison & Slater, Newcastle upon Tyne

MCMURDO, THOMAS, Bourne mouth March 14 Sanderson & Co, Queen Victoria st

MILLER, JAMES EDWARD, Sidcup, Kent March 27 Blair & W H Gilling, Basinghall st

MILLS, JOHN DANKS, Bournebrook, Worcester, Planter Feb 29 Hayes, Birmingham

NORTON, JOHN CHARLES, Marnham, Plymouth March 31 Gill, Devonport

PARK, TIMOTHY, Bishopston, Bristol March 14 Tarr & Sons, Bristol

PEARCE, WILLIAM NEWMAN, Plymouth March 7 Super, Plymouth

RICHARDS, CHANCELLOR JOHN, Aberffraw, Anglesey March 10 Nee & Roberts, Holyhead

RIDER, SAM, Pudsey, Yorks March 4 Beaumont & Croft, Leeds

ROACH, LEWIS, Quatt, Salop, Estate Agent March 21 Roach, Bridgnorth

SCHOMBERG, General Sir GEORGE AUGUSTUS, KCB, Southsea, Hants March 14 Tylee & Co, Essex st, Strand

SKEGROAT, GEORGE, Kingston upon Hull, Hay Dealer March 10 Jacobs & Dixon, Hull

SQUIRE, CLARA, Folkestone March 31 Bickley & Lynox, Birmingham

THEOBALD, HARRY, Hilgay, Norfolk March 11 Redman & Wayman, Downham Market, Norfolk

THOMAS, FRANCIS RHYS, Broughton, nr Stockbridge, Southampton March 1 Kekewich & Co, Suffolk in

WARD, Colonel HENRY CONSTANTINE EVELYN, CIE, Reading March 25 H & C Collins, Reading

WATSON, SAMUEL WILLIAM, Norwich March 11 Sudd & Bacon, Norwich

WEAVER, WILLIAM HENRY, Wolverhampton, Grocer March 25 ch lton & Co, Wolverhampton

YROMAN, ROBERT CHARLES, Sleights, Yorks April 1 Trevor, Guisborough

London Gazette.—TUESDAY, FEB. 18.

BARKER, THOMAS, Buxton, Derby April 8 Bennett & Co, Buxton

BOOTH, MARY ANN, Toxteth Park, Liverpool March 18 AVISON & Co, Liverpool

BOYCE, THOMAS, Charles st, St James' sq March 28 Holt & Co, Charles st, St James' sq

CAMERON, CAROLINE LAURA, Shirley, Southampton March 31 Green & Co, Southampton

COOK, WILLIAM, North Ormsby, nr Middleburgh, Foreman Shipwright Feb 29 Pumph & Robson, Middleburgh

CRESSWELL, RICHARD WILLIAM, Hamilton House, Hall rd, St John's Wood March 31 Fraser & Son, Dean st, Soho sq

CUTTING, ROBERT, West Didsbury, Manchester March 14 Nickinson & Co, Chancery in

DAVY, GEORGE BAYNTON, Spear Bridge, Scotland March 31 Budd & Co, Austin Friars

DOVE, WILLIAM, Liverpool March 18 Smith & Son, Liverpool

FIDDEMAN, JEMIMA, Lonsay av, Clapham Common March 7 Chittock & Chittock, Norwich

FLEMING, FREDERICK GREEN, Halifax March 20 Gaudrey & Co, Halifax

GARDINER, FRANCES ELIZA, Moss Side, Manchester April 3 Smith, Manchester

GARDINER, HENRY, Bickenhead March 9 Thomson & Co, Bickenhead

HIXES, ELL, Worcester, Haulier March 14 Quarrell, Worcester

HITCHCOCK, ROBERT, Cliverton st March 15 Wright & Co, Lesington

HOLMES, DAVID, Bradford, Woollapster March 9 Ratcliffe & Co, Bradford

HULME, THOMAS HENRY, Stotford, Manchester, Grocer March 21 Chapman & Brooks, Manchester

HUTCHINS, CHARLES HENRY, East Molesey, Surrey April 4 Crowsley & Burd, Moorgate st bldgs

KAY, WILLIAM, Royton, nr Oldham, Lancs, Cotton Waste Dealer March 2 Holroyd, Oldham

KNIGHT, MARY FOWLER, Axminster, Devon March 11 Thomas & Reade, Chard

LAW, CHARLES, Kingston upon Hull March 14 Witty, Hull

LEATHES, THOMAS, Liverpool March 31 Priest & Sons, Liverpool

LILLICRAIP, EDWARD OWEN, St Anne's ter, St John's Wood March 21 Crook, Lincoln's inn fields

LISTER, JAMES, Scarborough May 1 James, Leeds

MARSHALL, CHARLES, Wokingham, Berks, House Steward Feb 27 Moore, Derby

POWLEY, THOMAS, Shap, Westmorland, Yeoman March 21 Little & Lumsby, Penrith

REYNOLDS, THOMAS, Gt Brington, Northampton, Farmer March 12 Darnell & Price, Northampton

ROBINSON, REV WILLIAM WYNN, Morton, Lines March 3 Gamble, Gainsborough

SHARLES, THOMAS, Gt Lever, Bolton March 19 Monks & Co, Bolton

STOTT, MATTHEW, Aspull, nr Wigan, Detailer March 1 Taylor & sons, Wigan

TALBOT, MARION ISABELLA, Ladgate rd, Tulse Hill pk March 15 Darnell & Co, Corhill

THOMPSON, RICHARD BENJAMIN, Blackburn March 19 Duckworth, Blackburn

THOMAS, WILLIAM, Chemist, Surrey March 25 Reop & Co, Gt St Thomas Apostle, Queen St
WILLIAMS, DAVID, SWANSEA March 21 Hartland & Co, Swansea
WILLIAMS, WILLIAM, Llandudno, Anglesey April 4 Jones, Bangor

WORSLEY, RICHARD, Reading, MRCS, LSA March 31 Chandler, New St, Lincoln's Inn
WRIGHT, ANNIE ALLENBY, Whitworth Park, Manchester March 15 Allenby Daubney, Minford gds, West Kensington pk, and Annie Mary Wade, Cragle Lea, Albert rd, Sale, Chester

Bankruptcy Notices.

London Gazette.—TUESDAY, Feb. 4.

ADJUDICATIONS.

BAILEY, THOMAS, Eastbourne, Tanner Tunbridge Wells Pet Dec 7 Ord Jan 31
BATES, ALBERT, Clockmaker, Yorks, Hardware Merchant Bradford Pet Feb 1 Ord Feb 1
BARNES, RICHARD, Reddish, Lancs, Greengrocer Stockport Pet Jan 31 Ord Jan 31
BETTERIDGE, JAMES, and ALFRED FEATHERSTONE, Parkstone, Dorset, Builders Poole Pet Jan 31 Ord Jan 31
BIGGS, GEORGE WILLIAM, Cowes, I of W, Marine Store Dealer Newport and Byde Pet Jan 28 Ord Jan 28
BOURNE, LOUIS HERBERT, and FREDERICK FRANCIS BOURNE, Nassau St, Picture Frame Makers High Court Pet Jan 18 Ord Jan 30
BRATHWAITE, ROBERT, Wirksworth, Derby, Baker Derby Pet Jan 31 Ord Jan 31
BUDD, HARRY BENTING, East Grinstead Tunbridge Wells Pet Jan 31 Ord Jan 31
BUTCHER, W. ROSE, Beckenham av, Streatham Wandsworth Pet Nov 28 Ord Feb 1
BUS, ROBERT EDWARD, Eakon, Norwich, Baker Norwich Pet Jan 30 Ord Jan 30
BUTT, SIDNEY, and JOSHUA BUTT, Skewen, nr Neath, Glam, Dealers in Wall Paper Neath Pet Jan 31 Ord Jan 31
COLL, CHARLES MONTAGUE, High rd, Leyton, Corn Dealer High Court Pet Jan 30 Ord Jan 30
DOBBS, PHILIP, Bulley, Glos, Fruit Dealer Gloucester Pet Jan 24 Ord Feb 1
DODWELL, HENRY GEORGE, Cheltenham, Timber Dealer Cheltenham Pet Jan 30 Ord Jan 30
ELMER, WILLIAM, Nottingham Nottingham Pet Jan 30 Ord Jan 30
FARRINGTON, ROBERT MORRIS JOSEPH, Warwick st, Pimlico, Mercantile Clerk High Court Pet Jan 8 Ord Jan 31
FRIEDLANDER, PAULUS MAX, Lawton in, Cheapside, Commission Agent High Court Pet Dec 11 Ord Jan 31
GOUGH, CLARA MARIA, Ipswich, Widow Ipswich Pet Jan 30 Ord Jan 30
GOTTET, SAMUEL, High Court, St Quintin av, Lydbroke grove Comedian High Court Pet Jan 30 Ord Jan 30
GRIFFIN, HARRY, New Mills, Derby, Licensed Victualler Stockport Pet Jan 31 Ord Jan 31
JOHNSON, MATTHEW MAILE, Woodgate, Loughborough, Leicester, Licensed Victualler Leicester Pet Jan 31 Ord Jan 31
LAMBERT, FRANK WILLIAM, Sheffield, Draper Sheffield Pet Jan 31 Ord Jan 31
LIGHTFOOT, EDWIN ERNEST, Luton, Straw Hat Manufacturer Luton Pet Jan 30 Ord Jan 30
MARSHALL, ROBERT MOORE, Litchmere rd, Lavender hill, Theatrical Manager High Court Pet Jan 30 Ord Jan 30
MILLER, ARTHUR, Wembworthy, Devon, Miller Exeter Pet Jan 30 Ord Jan 30
NORTON, WILLIAM, Winchcombe, Baker Cheltenham Pet Jan 31 Ord Jan 31
OLDHAM, THOMAS LAWTON, Salford, Lancs, House Decorator Salford Pet Jan 31 Ord Jan 31
OSBORN, HOLLIS, Tordun, nr Rochdale, Beer-seller Rochdale Pet Jan 30 Ord Jan 30
OWEN, GEORGE EDWARD, Froggatt's Farm, Walmley, Erdington, Warwick, Farmer Birmingham Pet Jan 30 Ord Jan 30
POWELL, EDWARD, Norwich, Bricklayer Norwich Pet Feb 1 Ord Feb 1
PROVEN, HENRY HERBERT, Stockton on Tees, Secondhand Furniture Dealer Stockton on Tees Pet Jan 30 Ord Jan 30
SEAL, ZEPHANIAH MARTIN, Putney Wandsworth Pet Sept 6 Ord Feb 1
SHUTE, MOSES HARRIS, Petherton rd, Canonbury, Slick Mounter High Court Pet Jan 8 Ord Feb 1
STEPHENS, HENRY, Penryn, Cornwall, Carpenter Truro Pet Jan 30 Ord Jan 30
THOROGOOD, GEORGE ROBERT, Biggleswade, Dealer Bedford Pet Jan 30 Ord Jan 30
TIPPER, GEORGE, Richmond rd, Leytonstone, Essex, Commercial Clerk High Court Pet Dec 14 Ord Feb 1
WAMINGTON, SARAH, Shillingford, Warborough, Oxford, Grocer Oxford Pet Feb 1 Ord Feb 1
WHITLOCK, PENELOPE EDWARD, Frome, Somerset, Cycle Agent Frome Pet Jan 30 Ord Jan 30
WILLIAMS, THOMAS, Brynmorgan Cottage, nr Ystalyfera, Labourer North Pet Jan 31 Ord Jan 31
WINDHAM, WILLIAM LINDOY, New Brighton, Cheshire, Licensed Victualler Preston Pet Jan 30 Ord Jan 30
WOODFORD, HARRY, Cinderford, Glos, Collier Gloucester Pet Feb 1 Ord Feb 1
WRIGHT, WILLIAM, Nunston, Warwick, Builder Coventry Pet Jan 29 Ord Jan 29
YOUNG, HERBERT ARTHUR, Swindon, Grocer Swindon Pet Jan 30 Ord Jan 30

ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

TILL, THOMAS, Hanley, Staffs, Ironfounder Hanley Rec Oct 3, 1907 Adjudged Oct 3, 1907 Resc and Annual Jan 27, 1908

London Gazette.—FRIDAY, Feb. 7.

ADJUDICATIONS.

APPLEBY, ROBERT THOMAS, Derby, Beerhouse Keeper Derby Pet Feb 4 Ord Feb 4
BARRACLOUGH, JOHN, Donbigh, nr Huddersfield, Blacksmith Huddersfield Pet Feb 3 Ord Feb 3
BATES, ROLAND THOMPSON, Newcastle under Lyme, Fishmonger Hanley Pet Feb 5 Ord Feb 5
BATTY, JOHN, Bedford, Cycle Factor Bedford Pet Feb 5 Ord Feb 5
BELL, ALBERT EDWARD, Birkenhead, Tailor Birkenhead Pet Dec 18 Ord Feb 3
BOOTH, EDWIN ALBERT, Pontefract, Yorks, Licensed Victualler Wakefield Pet Feb 5 Ord Feb 5
BOOTH RICHARD, Castellain mans, Maida Hill High Court Pet Jan 7 Ord Feb 3
BOWEN, WILLIAM ALLAN, Park pl, St James' High Court Pet Dec 23 Ord Feb 3
BOWMAN, ERNEST ROBERT, Hapton, Norfolk, Farmer Norwich Pet Feb 3 Ord Feb 3
CATT, ERNEST, Gillingham, Kent, Grocer Rochester Pet Feb 5 Ord Feb 5
CONYERS, WILLIAM, Brillington, Yorks, Licensed Victualler Scarborough Pet Jan 27 Ord Feb 3
COOKS, JESSE, Thornbury, Bradford, Wool Merchant Bradford Pet Jan 22 Ord Feb 4
DAVIES, JOHN ASAPH, and WILLIAM LUCAS DAVIES, Bryn y Faner, Treboeth, Swansea, Builder Swansea Pet Feb 4 Ord Feb 4
DAVIS, HARRY SIDNEY, Portadown rd, Maida Vale, Book-maker High Court Pet Dec 9 Ord Feb 3
ELLIS, EDWARD, Forest Gate, Essex, Dealer in Old Metal High Court Pet Jan 7 Ord Feb 5
GUY, FRED, Hightown, Ringwood, Southampton, Market Gardener Salisbury Pet Feb 1 Ord Feb 1
HASLEWOOD, CLARENCE, Blackburn, Surgeon Blackburn Pet Feb 1 Ord Feb 1
HEADDON, WILLIAM HENRY, and DOROTHY HEADDON, Swansea, Confectioners Swansea Pet Feb 4 Ord Feb 4
HICKSON, JAMES, Gt Grimsby, Foreman Joiner Gt Grimsby Pet Feb 5 Ord Feb 5
HOLDORNE, HENRY, Cross Inn, Llantrisant, Glam, Builder Pontypool Pet Feb 5 Ord Feb 5
HOLLIDAY, GEORGE ROBERT, Lingdale, Yorks, Cycle Dealer Stockton on Tees Pet Feb 4 Ord Feb 4
HUMPHRY, WILLIAM THOMAS, Colehill gds, Fulham, House Decorator High Court Pet Feb 3 Ord Feb 3
JACKSON, JAMES, Southwam, Yorks, Quarryman Halifax Pet Feb 3 Ord Feb 3
JAMESON, ARTHUR, Wulviston, Durham, Farmer Stockton on Tees Pet Feb 3 Ord Feb 3
JONES, HUGH, Bryntawel, Peniarth, Carnarvon, Labourer Bangor Pet Feb 4 Ord Feb 4
JONES, WILLIAM, Cowell Elvel, Carmarthen, Farmer Carmarthen Pet Feb 4 Ord Feb 4
KNILL, JOHN DAVEY, Ilfracombe, Builder Barnstaple Pet Feb 3 Ord Feb 3
LITTLE, JAMES, Reddish, Lancs, Wheelwright Stockport Pet Jan 29 Ord Feb 4
LOYD, JOHN PARRY, Cricklewood, Draper High Court Pet Feb 4 Ord Feb 4
LOYD, WILLIAM EDWARD, Reddish, Lancs, Grocer Stockport Pet Jan 27 Ord Feb 4
MASON, GEORGE HARDY, and STEPHEN MASON, Byward at High Court Pet Dec 14 Ord Feb 3
MASON, MORRIS WILLIAM, Nottingham, Lace Manufacturer Nottingham Pet Feb 5 Ord Feb 5
MILES, AUGUSTUS FREDERICK, John st, Bedford row, Solicitor High Court Pet Sept 4 Ord Feb 4
MITCHELL, SAMUEL ROBERT, Hollow Crook, North Tawton, Devon, Poultry Dealer Plymouth Pet Feb 5 Ord Feb 5
NELSON, THOMAS BUTLER, Preston, Lancs, Tin Plate Worker Preston Pet Jan 23 Ord Feb 5
NORTH, JAMES RICHARD, Leeds, Painter Leeds Pet Feb 1 Ord Feb 1
PALMER, RICHARD HENRY, Nottingham, County Court Bailiff Nottingham Pet Feb 3 Ord Feb 3
RATCLIFF, WILLIAM DOCKRAT, and JOSEPH WALTER RATCLIFF, Holbeck, Leeds, Clothiers Leeds Pet Dec 23 Ord Feb 1
REED, THOMAS HENRY, New Tredgav, Mon, Collier Tredgav Pet Feb 5 Ord Feb 5
RICE, HENRY DAVID, Carlton Colville, Suffolk, Builder Gt Yarmouth Pet Jan 30 Ord Jan 30
ROBINS, A G, Gt Yarmouth, Butcher Gt Yarmouth Pet Jan 18 Ord Jan 31
SARGANT, CHARLES RICHARD, Stonehouse, Devon, Refreshment house Keeper Plymouth Pet Feb 3 Ord Feb 3
SMITH, GEORGE, Claygate, Surrey, Draper Kingston, Surrey Pet Feb 4 Ord Feb 4
SPICER, BULLER, Gladstones rd, West Kensington, Tutor High Court Pet Jan 21 Ord Feb 5
SUTTON, THOMAS, Ashton in Makerfield, Lancs, Coal Dealer Wigan Pet Feb 5 Ord Feb 5
TABLING, ALFRED, Charlton Kings, Glos, Builder Cheltenham Pet Feb 4 Ord Feb 4
THOMAS, DAVID, Stockton on Tees, Hotel Keeper Stockton on Tees Pet Jan 20 Ord Feb 1
TREVOR-JONES, MARY CATHERINE, Dorchester, Costumer Dorchester Pet Feb 3 Ord Feb 3

TUTTER, THOMAS, Chester, Licensed Victualler Chester Pet Jan 24 Ord Feb 5
WHITE, FREDERICK WILLIAM, Gt Grimsby, House Furnisher Gt Grimsby Pet Feb 4 Ord Feb 4
WHITWORTH, FRANCIS JAMES, and EDGAR ERNEST ARSALL, Birmingham, Engineers Birmingham Pet Feb 1 Ord Feb 4
WILLIAMS, JOHN EDWARD, Pentrebach, Merthyr Tydfil, General Dealer Merthyr Tydfil Pet Feb 3 Ord Feb 3
WILLIAMS, JOHN WILLIAM, Birmingham, Smelter Birmingham Pet Feb 4 Ord Feb 4
WORSICKER, JOHN THOMAS, West Bergholt, Essex, Builder Colchester Pet Feb 4 Ord Feb 4

Amended notice substituted for that published in the London Gazette of Dec 13:

RUSSELL, CHARLES WILLIAM JOSEPH PATRICK ALOYSIUS Gillespie rd, Highbury, Steam Laundry Proprietor High Court Pet Nov 28 Ord Dec 11

Amended notice substituted for that published in the London Gazette of Jan 28:

WILLIAMS, HENRY JOHN, Llanddeiniolen, Carnarvon, Quarryman Bangor Pet Jan 29 Ord Jan 29

London Gazette.—TUESDAY, Feb. 11.

ADJUDICATIONS.

ASPIN, WILLIAM, Halifax, Oil Merchant Halifax Pet Feb 6 Ord Feb 6
ATKIN, ROBERT, Stanton Booths, Lincs, Farmer Lincoln Pet Feb 7 Ord Feb 7
BAILEY, CHARLES PRECY, Birmingham, Baker Birmingham Ord Jan 10 Pet Feb 7
BARNES, EDWIN FARMER, Uxbridge rd, Shepherd's Bush, Grocer Brentford Ord Jan 10 Pet Feb 7
BUNDY, WILLIAM ISAAC, Fleet, Southampton, Builder Guildford Pet Feb 5 Ord Feb 5
CANTRELL, JOHN, Carmar, Glam, Underground Labourer Cardiff Pet Feb 5 Ord Feb 5
CAVE, WILLIAM FRANCIS, Lauderdale mans, Maida Vale, Builder High Court Pet Jan 16 Ord Feb 7
COATS, CARRIE, Plymouth, Lodging house Keeper Plymouth Pet Feb 8 Ord Feb 8
COXON, FRANCES, Gt Colmore st, Birmingham Birmingham Pet Feb 5 Ord Feb 7
CROWTHER, ALFRED, Middlesbrough, Rolleyman Middlesbrough Pet Feb 7 Ord Feb 7
DAWSON, FREDERICK GROOMBRIDGE, Cannon st, Merchant High Court Pet Dec 6 Ord Feb 8
DENING, THOMAS HENRY THICKET, Broadbury rd, Kilburn High Court Pet Feb 5 Ord Feb 7
FERWICK, DANIEL GEORGE, Hove, Sussex, Stationer Brighton Pet Jan 18 Ord Feb 7
FIRMAN, GEORGE MCLEOD, New Southgate, Newsagent Edmonton Pet Jan 8 Ord Feb 6
FORSTER, HARRY JOSEPH, New Brompton, Kent, Miller Rochester Pet Feb 6 Ord Feb 6
FAY, ROBERT GEORGE DOUGLAS, Tunbridge Wells, Grocer Tunbridge Wells Pet Jan 17 Ord Feb 7
GOURLAY, PENELOPE, Chiswick Brentford Pet Feb 3 Ord Feb 5
GREENWOOD, JAMES, Rawtenstall, Lancs, Drysalter Rochdale Pet Feb 7 Ord Feb 7
GRIVER, THOMAS, Little York st, Bethnal Green, Cabinet Maker High Court Pet Jan 31 Ord Feb 7
HARPER, RICHARD BRAUNTON, Bumroyd, Newsome, Huddersfield, Joiner Huddersfield Pet Feb 7 Ord Feb 7
HARVEY, THOMAS, Bedworth, Warwick, Coal Dealer Coventry Pet Feb 6 Ord Feb 6
HART, HENRY, Rye, Builder Burnley Pet Jan 3 Ord Feb 7
HUGHES, JOHN EDWARDS, Ashford, Kent, Builder Canterbury Pet Feb 6 Ord Feb 6
ISHAM, GEORGE HERBERT, Brackley, Butcher Banbury Pet Jan 21 Ord Feb 7
JONES, HARRY CHARLES and ROBERT GEORGE MAJOR SHEPHERD, Leyton, Essex, Sheet Metal Workers High Court Pet Jan 24 Ord Feb 6
KEENE, ALGER, Kingston upon Hall, Photograph Dealer Kingston upon Hall Pet Feb 6 Ord Feb 6
KRELLING, CHARLES JOSEPH MARIE, Bradford, Teacher of Languages Bradford Pet Feb 8 Ord Feb 8
LAE, ARTHUR, Brompton, Cumberland, Solicitor Carlisle Pet Nov 3 Ord Feb 8
LOWE, JAMES, Pembury, Kent, Farmer Tunbridge Wells Pet Feb 3 Ord Feb 7
MICHALSKI, BENNO, Hatton gds, Jeweller High Court Pet Dec 17 Ord Feb 6
MORRIS, CHARLES HENRY SELWOOD, Blackheath, Grocer Greenwich Pet Feb 5 Ord Feb 5
NELSON, ROBERT WILLIAM, Radcliff, Northampton, Grocer Northampton Pet Feb 6 Ord Feb 6
NICHOLLS, JOHN, Farnley, Liverpool, Frater: Liverpool Pet Feb 7 Ord Feb 7
NORTH, JAMES, Leeds, Painter Leeds Pet Jan 10 Ord Feb 6
RATCLIFF, FREDERICK, Leeds, Engineer Leeds Pet Dec 31 Ord Feb 7
RIGBY, WILLIAM, Farnworth, Lancs, Collier Bolton Pet Feb 8 Ord Feb 8
ROBERTS, PENELOPE MORTON, Birkbeck Bank chambers, Holborn, Architect High Court Pet Jan 10 Ord Feb 6

ROGERS, ROBERT ARNOLD, Rhosyllen, Denbigh, Grocer
Wrexham Pet Feb 6 Ord Feb 6
SCOTT, TOM HOMER, Llantrisant, Broadstone, nr Wimbome,
Dorset Poole Pet Dec 19 Ord Feb 3
SHAW, JOHN SPENCER, Eastbourne, Sussex High Court
Pet Nov 28 Ord Feb 6
SMITH, EDWARD, Kingsdown st, West Ealing, Outfitter
Brentford Pet Feb 7 Ord Feb 7
STAFFORD, CHARLES, Bredbury, Cheshire, Yeast Dealer
Stockport Pet Feb 7 Ord Feb 7
SQUIRE, HENRY, Kingsbridge, Devon, Solicitor Plymouth
Pet Jan 2 Ord Feb 8
SWAIN, AUGUSTUS JAMES, Edmonston, Licensed Victualler
Edmonston Pet Dec 2 Ord Feb 6
THOMAS, JOSEPH, Cornbrook, nr Manchester, General Carrier
Salford Pet Feb 6 Ord Feb 6
THOMAS, WILLIAM, Honey In Market, Milk st, Warehouse-
man High Court Pet Dec 20 Ord Feb 8
TOWNSHEND, JOHN ARTHUR, Leicester, Grocer Leicester
Pet Feb 7 Ord Feb 7
URWIS, CHARLES WILLIAM, Moss Side, Manchester, Con-
fectioner Salford Pet Feb 6 Ord Feb 6
WHITE, FREDERICK JOHN, Windsor, Butcher Windsor
Pet Feb 6 Ord Feb 6
WILSON, BENJAMIN, Dewsbury, Woollen Manufacturer
Dewsbury Pet Feb 6 Ord Feb 6
WOODHOUSE, AMY VICTORIA BEATRICE, Denman st, Piccadilly
High Court Pet Dec 20 Ord Feb 7
WORMALD, ARTHUR, Wakefield, Tailor Wakefield Pet
Feb 6 Ord Feb 6

Amended notice substituted for that published in the
London Gazette of Jan 14:

HILTON, HENRY RALPH, Bowdon, Cheshire, Estate Agent
Manchester Pet Jan 11 Ord Feb 3

London Gazette, Friday, Feb. 14.

RECEIVING ORDERS.

ATKINSON, WILLIAM, Gilling West, nr Richmond, Yorks,
Grocer Northallerton Pet Feb 11 Ord Feb 11
BODDY, JAMES, Scarborough, Newsagent Scarborough Pet
Jan 30 Ord Feb 11
BOSTAPINOLOGU, SYLVIANOS, Manchester, Shipper Man-
chester Pet Jan 31 Ord Feb 10
BROOKE, ARTHUR BOOTH, York, Tobacco Dealer York
Pet Feb 11 Ord Feb 11
BROMLEY, THOMAS, St Anne's on the Sea, Lancs, Contractor
Preston Pet Feb 12 Ord Feb 12
BUSHLEY, ARTHUR, Bedford, Builder Bedford Pet Feb 10
Ord Feb 10
CLARK, ARNOLD WILLIAM, Farnham, Hants, Wine Merchant
Portsmouth Pet Feb 10 Ord Feb 10
COOKE, WILLIAM, and ERNEST LEWIS DIXON, Jews row,
Wandsworth, Cement Merchants Wandsworth Pet
Feb 10 Ord Feb 10
CHARTERS, HERBERT, Leeds, Twine Merchant Leeds Pet
Feb 11 Ord Feb 11
DANN, HORACE, Boxley, nr Maidstone, Publican Maidstone
Pet Feb 11 Ord Feb 11
DARRIE, OSCAR, Bristol, Beer Retailer Bristol Pet Feb 1
Ord Feb 12
DAVIES, THOMAS, Crugbybar, Caio, Carmarthen, Shoemaker
Carmarthen Pet Feb 11 Ord Feb 11
DOWNS, CHARLES DAVID, Peterborough, Hosier Peter-
borough Pet Feb 10 Ord Feb 10
ELLIS, HERBERT FRANCIS, Portsmouth, Variety Artist High
Court Pet Feb 11 Ord Feb 11
ELSE, A. Leicester, Decorator Derby Pet Jan 28 Ord
Feb 10
GARRATT, ARTHUR, Bradford, Fish Frier Bradford Pet
Feb 11 Ord Feb 11
GODWIN, FREDERICK WILLIAM, Midway, Derby, Artist
Burton on Trent Pet Feb 8 Ord Feb 8
GOODWORTH, ERNEST WILLIAM, Hipperholme, Yorks
Halifax Pet Feb 10 Ord Feb 10
GUSH, GERALD FRANK, Brighton, Sussex, Dairyman
Brighton Pet Jan 28 Ord Feb 11
HAMMAN, WILLIAM THOMAS, Resolven, Glam, Baker Aber-
avon Pet Feb 10 Ord Feb 10
HARRIS, HARRY, and EDWARD HARRIS, Marlow, Builders
Aylesbury Pet Feb 11 Ord Feb 11
HARVEY, EDWIN VINCENT, Upstreet, Kent, Carrier Canter-
bury Pet Feb 12 Ord Feb 12
JACKSON, WALTER, Fallowfield, Manchester, Manufacturer
Manchester Pet Jan 25 Ord Feb 10
JOHNSON, WILLIAM HENRY BENTING, Andalus rd, Stock-
well, Masonry Contractor High Court Pet Feb 10
Ord Feb 10
KAY, ROBINSON, Dogsway, Carnarvon, Licensed Victualler
Bangor Pet Jan 28 Ord Feb 11
LETCHFORD, S. R., Bishopgate st Within, Solicitor High
Court Pet Nov 8 Ord Feb 12
LINFOT, SAM, Hexthorpe, Doncaster, Boot Dealer Sheffield
Pet Feb 12 Ord Feb 12
LITTELL, EDMUND ERNEST, Thorpe, Norwich, Shoemaker
Norwich Pet Feb 11 Ord Feb 11
LOWDEN, WALTER, Woodstock, nr Dudley, Commission
Agent Dudley Pet Feb 11 Ord Feb 11
MAN, GEORGE CLAYTON, Howcroft, Goxhill, Lincs, Corn
Merchant's Clerk Gt Grimsby Pet Feb 8 Ord Feb 8
MILNER, FRED, Leeds, General Dealer Leeds Pet Feb 11
Ord Feb 11
MYRING, WILLIAM, Wolverhampton, Builder Wolver-
hampton Pet Jan 29 Ord Feb 12
NEEDLESTITCHER, DAVID, Dunstan houses, Stepney Green
High Court Pet Feb 13 Ord Feb 12
PALMER, THOMAS VINCENT, Southdown, Gt Yarmouth,
Builder Gt Yarmouth Pet Feb 10 Ord Feb 10
PENNELL, VANCE, Queen's rd, St John's Wood High Court
Pet Dec 21 Ord Feb 12
PICKER, JOHN, Coppice Green, nr Shifnal, Salop, Farmer
Madeley Pet Feb 12 Ord Feb 12
PRESTON, JOHN HENRY, Southport, Fancy Draper Liverpool
Pet Feb 11 Ord Feb 12
RANDLEMORE, HERBERT, Bungay, Suffolk, Licensed Hawker
Gt Yarmouth Pet Feb 11 Ord Feb 11

SADDLER, WILLIAM HENRY, Bristol, Licensed Victualler
Bristol Pet Feb 12 Ord Feb 12
SHIELDS, W. B., Liverpool Liverpool Pet Jan 25 Ord Feb 11
SMITH, J. BRADLEY, Leicester, Corn Factor Leicester Pet
Jan 30 Ord Feb 11
TAMMAGE, ALFRED, Queen's rd, Dalston, Bookbinder High
Court Pet Feb 12 Ord Feb 12
TYE, FRED WALTER, Holton, Hologate, Lincs, Miller Boston
Pet Feb 12 Ord Feb 12
WELLS, JOSEPH, Skirton, nr Lancaster, Grocer Preston
Pet Jan 30 Ord Feb 12
WILDER, HARRY THOMAS, Gravesend, Plumber Rochester
Pet Feb 10 Ord Feb 10
WILLIAMS, OWEN, Bangor, Butcher Bangor Pet Feb 10
Ord Feb 10
WISKRELL & Co, R. Merton, Surrey, Glass Merchants
Kingston, Surrey Pet Jan 31 Ord Feb 10
WOOD, JOSEPH LEONARD, Cleethorpes, Hosier's Assistant
Gt Grimsby Pet Feb 8 Ord Feb 8

FIRST MEETINGS.

ANNETT, HENRY JAMES, Andover, Hants, Builder Feb 24
at 11.30 Westgate Palace Hotel, Victoria st, London
APPLEY, ROBERT THOMAS, Derby, Boothouse Keeper Feb
22 at 11 Off Rec, 47, Full st, Derby
ARPIN, WILLIAM, Haughshaw, Halifax, Oil Merchant Feb
24 at 10.45 County Court House, Prescott st, Halifax
BARRECLOUGH, JOHN, Denby, nr Huddersfield, Blacksmith
Feb 24 at 12 The Huddersfield Incorporated Law
Society's Room, Imperial arcade, New st, Huddersfield
BATTY, JOHN, Bedford, Cycle Factor Feb 25 at 10.30 Shire-
hall, Bedford
BRIGOT, THOMAS GEORGE, Crown st, Brentwood, Cycle Maker
Feb 25 at 18 14, Bedford row
BROOK, ARTHUR BOOTH, York, Tobacco Dealer Feb 27 at
3 Off Rec, The Red House, Duncombe pl, York
CANTRELL, JOHN, Caetan, Glam, Labourer March 10 at 10
Off Rec, 117, St Mary st, Cardiff
CARTWRIGHT, JOHN, Stafford Feb 24 at 11 Swan Hotel,
Stafford
COOKE, WILLIAM, and ERNEST LEWIS DIXON, Princess wharf,
Jews row, Wandsworth, Brick Merchants Feb 24 at
11.30 Bankruptcy bldgs, Carey st
CHARTERS, HERBERT, Leeds, Twine Merchant Feb 24 at
11 Off Rec, 24, Bond st, Leeds
DANN, HORACE, Boxley, nr Maidstone, Publican Feb 26 at
11.30, King st, Maidstone
DAVIES, THOMAS, Crugbybar, Caio, Carmarthen, Shoemaker
Feb 22 at 11.30 Off Rec, 4, Queen st, Car-
marthen
DICKINSON, FRANK, Lensey Bridge Farm, nr Wheathamp-
stead, Herts, Farmer Feb 24 at 3 14, Bedford row
ELLIS, HERBERT FRANCIS, Portsmouth, Variety Artist Feb
24 at 11 Bankruptcy bldgs, Carey st
GARRATT, ARTHUR, Bradford, Fish Frier Feb 25 at 11 Off
Rec, 12, Duke st, Bradford
GODWIN, FREDERICK WILLIAM, Midway, Derby, Artist Feb
22 at 11.30 Off Rec, 47, Full st, Derby
GOODWORTH, ERNEST WILLIAM, Hipperholme, Yorks Feb
24 at 11.30 County Court House, Prescott st, Halifax
GOURLAY, FRANK, Grove pk, Chiswick Feb 25 at 3 14,
Bedford row
GREENWOOD, JAMES, Bawtensall, Lancs, Drysalter Feb 25
at 11.15 Townhall, Rochdale
GUY, FRED, Hightown, Ringwood, Southampton, Market
Gardener Feb 25 at 11 Off Rec, City chambers, Catherine
st, Salisbury
HARRIS, RICHARD BRAUMONT, Newsome, Huddersfield,
Joiner Feb 24 at 11.30 The Huddersfield Incorporated
Law Society's Room, Imperial arcade, New st, Hud-
dersfield
HART, ERNEST, York, Builder Feb 24 at 12.30 Crown
Hotel, Colne
HARVEY, THOMAS, Bedworth, Warwick, Coal Dealer Feb
24 at 11 Off Rec, 8, High st, Coventry
HASLEWOOD, CLARENDON, Blackburn, Burgon Feb 22 at
11.30 Off Rec, 13, Windyhill st, Preston
HEARDON, WILLIAM HENRY, and DOROTHY HEARDON,
Swansea, Confectioners Feb 25 at 12 Off Rec, 31,
Alexandra rd, Swansea
HUTTON, EDWARD, Kendal, Builder Feb 25 at 11.30 Off
Rec, 16, Cornwallis st, Bury in Furness
JEWELL, SAMUEL WILLIAM, Bodmin, Cornwall Feb 24 at 2
Off Rec, 28 Baldwin st, Bristol
JOHNSON, WILLIAM HENRY BENTING, Andalus rd, Stock-
well, Masonry Contractor Feb 24 at 2.30 Bankruptcy
bldgs, Carey st
KEENE, ALFRED, Kingston upon Hull, Phonograph Dealer
Feb 22 at 11 Off Rec, York City Bank chambers, Lowgate,
Hull
LEE, JOSHUA, Bournemouth, Boarding House Proprietor
Poole Feb 24 at 2.30 Messrs. Curtis & Son, 158, Old Christ-
church rd, Bournemouth
MORRY, ARTHUR WILLIAM, St Albans, Cabinet Maker Feb
24 at 12 14, Bedford row
MILNER, FRED, Leeds, General Dealer Feb 24 at 11.30 Off
Rec, 24, Bond st, Leeds
MITCHELL, SAMUEL ROBERT, North Tawton, Devon, Poultry
Dealer Feb 25 at 11 7, Buckland nr Plymouth
NELSON, ROBERT WILLIAM, Rushden, Northampton, Grocer
Feb 24 at 12 Off Rec, Bridge st, Northampton
RANDLEMORE, HERBERT, Bungay, Suffolk, Licensed Hawker
Feb 22 at 12 Off Rec, 8, King st, Norwich
RIGBY, WILLIAM, Farnworth, Lancs, Collier Feb 23 at
10.30 In Exchange st, Bolton
THOMAS, DAVID, Stockton on Tees, Hotel Keeper Feb 25
at 11 Off Rec, 8, Albert rd, Middlesbrough
THOMAS, HUGH, Dyffryn Twig, upon Llandwrog, Car-
narvon, Quartermaster Feb 26 at 12 Crypt chambers,
Eastgate row, Chesham
THOMAS, JOSEPH, Cornbrook, nr Manchester, General Carrier
Feb 22 at 11 Off Rec, Byron st, Manchester
TOWNSEND, JOHN ARTHUR, Leicester, Grocer Feb 24 at 12
Off Rec, 1, Berridge st, Leicester
TREVOR-JONES, MARY CATHERINE, Dorchester, Costumier
Feb 25 at 12.30 Off Rec, City chambers, Catherine st,
Salisbury

WHITE, FREDERICK JOHN, Windsor, Butcher Feb 26 at 12
14, Bedford row
WILDER, HARRY THOMAS, Gravesend, Kent, Plumber March
2 at 12.15 115, High st, Rochester
WILSON, BENJAMIN, Bailey, Yorks, Woollen Manufacturer
Feb 25 at 11 Off Rec, Bank chambers, Corporation st,
Dewsbury

ADJUDICATIONS.

ATKINSON, WILLIAM, Gilling West, nr Richmond, Yorks,
Grocer Northallerton Pet Feb 11 Ord Feb 11
BELL, EDWIN, Aldgate High st, Builder High Court Pet
Dec 31 Ord Feb 12
BROMLEY, THOMAS, St Anne's on the Sea, Lancs, Contractor
Preston Pet Feb 12 Ord Feb 12
BROOKE, ARTHUR BOOTH, York, Tobacco Dealer York Pet
Feb 11 Ord Feb 11
BUSHLEY, ARTHUR, Bedford, Builder Bedford Pet Feb 10
Ord Feb 10
BUTLER, The Hon EDMUND SOMERSET, Park st, Grosvenor
sq High Court Pet Nov 29 Ord Feb 11
CANCELLOR, FREDERICK, Copthall bldgs, Stockbroker High
Court Pet Dec 13 Ord Feb 11
COOKE, WILLIAM, and ERNEST LEWIS DIXON, Jews row,
Wandsworth, Cement Merchants Wandsworth Pet
Feb 10 Ord Feb 10
CRANTHRE, HERBERT, Leeds, Twine Merchant Leeds
Pet Feb 11 Ord Feb 11
DANN, HORACE, Boxley, nr Maidstone, Publican Maid-
stone Pet Feb 11 Ord Feb 11
DAVIES, THOMAS, Crugbybar, Caio, Carmarthen, Shoemaker
Carmarthen Pet Feb 11 Ord Feb 11
DOWNS, CHARLES DAVID, Peterborough, Hosier Peter-
borough Pet Feb 10 Ord Feb 10
DUFFIELD, WEBSTER, Leeds, Cycle Agent Leeds Pet Feb
30 Ord Feb 10
ELLIS, HERBERT FRANCIS, Portsmouth, Variety Artist
High Court Pet Feb 11 Ord Feb 11
ELSE, A. Kibworth, nr Market Harborough, Leicester,
Decorator Derby Pet Jan 28 Ord Feb 11
GARRATT, ARTHUR, Bradford, Fish Frier Bradford Pet
Feb 11 Ord Feb 11
GILBERT, WALTER, Swinford, nr Lutterworth, Farmer
Leicester Pet Jan 15 Ord Feb 10
GODWIN, FREDERICK WILLIAM, Midway, Derby, Artist
Burton on Trent Pet Feb 8 Ord Feb 8
GOODWORTH, ERNEST WILLIAM, Hipperholme, Yorks
Halifax Pet Feb 10 Ord Feb 10
GREEN, CHARLES JOSEPH, Seaford, Sussex, Grocer Lews
Pet Jan 31 Ord Feb 10
GROUSE, WILLIAM HENRY, Salisbury house, London wall,
Secretary to Companies High Court Pet Oct 25 Ord
Feb 10
HALLENDRO, AXEL WALDENAR, Highgate rd, Kentish
Town High Court Pet July 17 Ord Feb 11
HAMMAN, WILLIAM THOMAS, Resolven, Glam, Baker North
Pet Feb 10 Ord Feb 10
HARVEY, EDWIN VINCENT, Upstreet, Kent, Carrier Can-
terbury Pet Feb 12 Ord Feb 12
HERBERT, WILLIAM SMITH, Alexandra rd, Wimbleson
Kingston, Surrey Pet Oct 28 Ord Feb 10
HILL, JESSE, Epsom Downs, Licensed Victualler High
Court Pet Dec 30 Ord Feb 10
HUTTON, EDWARD, Kendal, Westmorland, Builder Kendal
Pet Dec 19 Ord Feb 10
JOHNSON, WILLIAM HENRY BENTING, Andalus rd, Stock-
well, Masonry Contractor High Court Pet Feb 10
Ord Feb 10
LEE, JOSHUA, Bournemouth, Boarding House Proprietor
Poole Pet Jan 16 Ord Feb 12
LINFOT, SAM, Hexthorpe, Doncaster, Boot Dealer Sheffield
Pet Feb 12 Ord Feb 12
LITTELL, EDMUND ERNEST, Thorpe, Norwich, Shoemaker
Norwich Pet Feb 11 Ord Feb 11
MAN, GEORGE CLAYTON, Howcroft, Goxhill, Lincs, Corn
Merchant's Clerk Gt Grimsby Pet Feb 8 Ord Feb 8
MILNER, FRED, Leeds, General Dealer Leeds Pet Feb 11
Ord Feb 11
MORRY, ARTHUR DALTON, Moss Nook, nr Chesham,
Cheshire, Coach Proprietor Stockport Pet Jan 9
Ord Feb 11
NEEDLESTITCHER, DAVID, Dunstan houses, Stepney Green
High Court Pet Feb 12 Ord Feb 12
PICKER, JOHN, Coppice Green, nr Shifnal, Salop, Farmer
Madeley Pet Feb 12 Ord Feb 12
PICKERING, EDWARD HENRY, Frithoe upon Tyne,
Northumberland Newcastle on Tyne Pet Nov 29
Ord Feb 10
PRESTON, JOHN HENRY, Southport, Fancy Draper Liver-
pool Pet Feb 11 Ord Feb 12
RANDLEMORE, HERBERT, Bungay, Suffolk, Licensed Hawker
Gt Yarmouth Pet Feb 11 Ord Feb 11
RAYNER, EDWARD HOWARD, Swanley Junction, Kent
Rochester Pet Dec 17 Ord Feb 10
ROBINSON, WILLIAM HENRY, Walsall, Printer Walsall
Pet Jan 20 Ord Feb 8
SADDLER, WILLIAM HENRY, Bristol, Licensed Victualler
Bristol Pet Feb 12 Ord Feb 12
SHIELD, ARTHUR WILLIAM, Bingham, Notts, Printer
Nottingham Pet Jan 23 Ord Feb 11
TAMMAGE, ALFRED, Queen's rd, Dalston, Bookbinder
High Court Pet Feb 12 Ord Feb 12
TYE, FRED WALTER, Holton Hologate, Lincs, Miller Boston
Pet Feb 12 Ord Feb 12
WILDER, HARRY THOMAS, Gravesend, Plumber Rochester
Pet Feb 10 Ord Feb 10
WILLIAMS, OWEN, Bangor, Butcher Bangor Pet Feb 10
Ord Feb 10
WINOYT, WILLIAM PIERKES, and WALTER CONSETT SHARPE,
Lime st, Merchants High Court Pet Jan 25 Ord
Feb 12
WOOD, JOSEPH LEONARD, Cleethorpes, Hosier's Assistant
Gt Grimsby Pet Feb 8 Ord Feb 8

Amended notice substituted for that published in the London Gazette of Jan 21:

MARSHALL, WILLIAM, Plumstead, Electric Cable Joiner Greenwich Pet Jan 9 Ord Jan 16

London Gazette.—TUESDAY, Feb. 18.

RECEIVING ORDERS.

ANDREWS, ALFRED, Aldershot, Tailor Guildford Pet Feb 14 Ord Feb 14

APPLEWHITE, GEORGE, Aunbury, Lincs, Farmer Lincoln Pet Feb 15 Ord Feb 15

ATHERTON, ERNEST BROOK, Gt Yarmouth, Plumber Gt Yarmouth Pet Feb 15 Ord Feb 15

AUSTIN, EDWARD, Greenwich, Bootmaker Greenwich Pet Feb 13 Ord Feb 13

BERRY, NELSON, Deal, Boarding House Keeper Canterbury Pet Feb 13 Ord Feb 13

BRITTON, ARTHUR WILLIAM, Oakeshaw, Durham, Colliery Overman Durham Pet Feb 14 Ord Feb 14

BROWN, THOMAS, Whitwell, Derby, Fruiterer Sheffield Pet Feb 13 Ord Feb 13

CURTIS, WILLIAM, Liddington, Rutland, Saddler Leicester Pet Feb 15 Ord Feb 15

DOUST, HENRY THOMAS, Canterbury rd, West Kilburn, Baker High Court Pet Feb 14 Ord Feb 14

EDWARDS, SAMUEL, Gt Yarmouth, General Shop Keeper Gt Yarmouth Pet Feb 15 Ord Feb 15

FAWCETT, ALBERT, Copmanthorpe, Yorks, Corn Merchant York Pet Feb 14 Ord Feb 14

FISHER, CHARLES, Green Lanes, Stamford Hill, House Furnisher High Court Pet Jan 24 Ord Feb 14

GRIMSBY, HERIBERT, Hartow rd, Baker High Court Pet Jan 15 Ord Feb 14

GIBSON, BERNARD AUGUSTINE, Swindon, Grocer Swindon Pet Feb 15 Ord Feb 15

GRISON, HERBERT, Gt Grimsby, Refreshment House Keeper Gt Grimsby Pet Feb 13 Ord Feb 13

HALL & SON, HENRY, Birmingham, Coal Merchants Birmingham Pet Jan 31 Ord Feb 14

HARRIS, ARTHUR WILLIAM, Hartow rd, Paddington High Court Pet Feb 13 Ord Feb 13

HEWITT, THOMAS HUGHES, Woodridings av, Pinner High Court Pet Jan 22 Ord Feb 14

HIDES, TOM, Hitchin, Ironmonger Luton Pet Feb 13 Ord Feb 13

HOLLOWAY, JOSEPH, Oldbury, Worcester, Painter West Bromwich Pet Feb 13 Ord Feb 13

JACOBS, SIMON, S, Banelagh av, Hurlingham, Fulham High Court Pet Sept 19 Ord Feb 15

JEWELL, CHARLES HENRY, Wimbome, Dorset, Boot Dealer Poole Pet Feb 15 Ord Feb 15

JONES, GEORGE HENRY, Greenborough, nr Rotherham, Yorks, Carting Contractor Sheffield Pet Feb 14 Ord Feb 14

JONES, WILLIAM HENRY, Bargoed, Glam, Newsagent Merthyr Tydfil Pet Feb 14 Ord Feb 14

KENT, JESSE, East Dean, Sussex, Wheelwright Eastbourne Pet Jan 17 Ord Feb 13

LAING, RALPH DAVIDSON, Cargo Fleet, Yorks, Refreshment House Keeper Middlesbrough Pet Feb 13 Ord Feb 13

LONG, FREDERICK, Calne, Wilts, Pork Butcher's Assistant Swindon Pet Feb 15 Ord Feb 15

MARRS, ABRAHAM ISAAC, Blackpool, Wall Paper Dealer Baiton in Furness Pet Feb 15 Ord Feb 15

MILLS & CO., HAROLD W., Sheffield, Ironmongers Sheffield Pet Jan 25 Ord Feb 14

PALFRAHAM, JOSEPH MERVYN, Howden, Yorks, Butcher Kingston upon Hull Pet Feb 14 Ord Feb 14

PETIT, ANTHONY ROBERT, Middlesbrough, Tinsmith Middlesbrough Pet Feb 13 Ord Feb 13

RADN & CO. MICHAEL, Turnham Green ter Brentford Pet Dec 18 Ord Feb 7

REIDRICK, WALTER, Leeds Dewsbury Pet Feb 13 Ord Feb 13

ROBIN, WILLIAM, Eaton, nr Congleton, Chester, Farmer Macclesfield Pet Feb 4 Ord Feb 13

ROWE, JOHN, Broasley, Salop, Baker Madeley Pet Feb 13 Ord Feb 13

SMILL, CHARLES, Gt Grimsby, Painter Gt Grimsby Pet Feb 14 Ord Feb 14

SUTHERLAND, THOMAS, Hastings, Ironmonger Hastings Pet Feb 13 Ord Feb 13

WICKES, FREDERICK, 86 Ippollitis, nr Hitchin, Herts, Coal Merchant Luton Pet Feb 13 Ord Feb 13

STRETTON, THOMAS CHARLES, Cophall av, Throgmorton st High Court Pet Oct 24 Ord Feb 13

TRUNDER, JULIAN ADAIR, Cookham, Berks High Court Pet Jan 16 Ord Feb 13

VERITT, MATTHEW HENRY, Padsey, Bramley, Leeds Licensed Victualler Leeds Pet Feb 14 Ord Feb 14

WILLIAMS, FREDERICK CHARLES, Cardiff, Builder Cardiff Pet Feb 11 Ord Feb 11

WIDMAN, JONATHAN ROBERT, Burford, Oxford, Harness Maker Oxford Pet Feb 14 Ord Feb 14

WOOD, DAVID, Yeasdon, Yorks, Hauling Contractor Leeds Pet Feb 14 Ord Feb 14

WRIGHT, CHARLES ALBERT, Gt Cornard, Suffolk, Commission Agent Colchester Pet Feb 15 Ord Feb 15

WRIGHT, WILLIAM, Leigh, Lancs, Bricksetter Bolton Pet Feb 14 Ord Feb 14

FIRST MEETINGS.

ANDREWS, ALFRED, Aldershot, Tailor Feb 28 at 11.30 132, York rd, Westminster Bridge

AUSTIN, EDWARD, Greenwich, Bootmaker Feb 27 at 11.30 132, York rd, Westminster Bridge

BATTE, ROLAND THOMPSON, Newcastle under Lyme, Fishmonger Feb 26 at 3 Off Rec, King st, Newcastle, Staffs

BODDY, JANE, Scarborough, Newsagent Feb 27 at 3 Off Rec, 48, Westborough, Scarborough

BOSTANDJOLLOU, STYLIAIOS, Manchester, Shipper Feb 26 at 3 Off Rec, Byron st, Manchester

BURR, WILLIAM HENRY, Earlsdon, Coventry, Dairyman Feb 26 at 11 Off Rec, 8, High st, Coventry

CLARK, ARNOLD WILLIAM, Fareham, Hants, Wine Merchant March 3 at 3 George Hotel, High st, Portsmouth

COATE, CARRIE, Plymouth, Lodging-house Keeper Feb 26 at 11 7, Buckland ter, Plymouth

CROFTERS, ALFRED, Middlesbrough, Kolleyman Feb 28 at 11 Off Rec, 8, Albert rd, Middlesbrough

DARRIE, OSCAR, Bristol, Beer Retailer Feb 26 at 11.30 Off Rec, 26, Baldwin st, Bristol

DOUST, HENRY THOMAS, Canterbury rd, West Kilburn, Baker Feb 28 at 11 Bankruptcy bldgs, Carey st

DOWSE, CHARLES DAVID, Peterborough, Hosier Feb 28 at 2 Off Rec, 14, Bedford row

FAWCETT, ALBERT, Copmanthorpe, Yorks, Corn Merchant Feb 27 at 3.45 Off Rec, The Red House, Duncombe pl, York

FISHER, CHARLES, Green Lanes, Stamford hill, House Furnisher Feb 27 at 1 Bankruptcy bldgs, Carey st

GRIMSBY, HERIBERT, Elgin cres, Baker Feb 28 at 1 Bankruptcy bldgs, Carey st

HANNAH, WILLIAM THOMAS, Resolven, Glam, Baker Feb 27 at 12 Off Rec, 31, Alexandra rd, Swansea

HARVEY, EDWIN VINCENT, Upstreet, Kent, Carrier Feb 27 at 2.30 Off Rec, 68A, Castle st, Canterbury

HENDERBY, ARTHUR WILLIAM, Hartow rd, Paddington Feb 26 at 2.30 Bankruptcy bldgs, Carey st

HEWITT, THOMAS HUGHES, Woodridings av, Pinner Feb 28 at 12 Bankruptcy bldgs, Carey st

HICKSON, JAMES, Gt Grimsby, Foreman Joiner Feb 26 at 11 Off Rec, 8, St Mary's chambers, Gt Grimsby

HUGHES, JOHN EBERNEZER, Ashford, Kent, Builder Feb 27 at 2.15 Off Rec, 68A, Castle st, Canterbury

JONES, HUGH, Bryntafel, Penrith, Carnarvon, Labourer Feb 26 at 2.30 British Hotel, Bangor

JONES, WILLIAM HUGH, Aberystwyth, Cardigan, Ironmonger Feb 26 at 11.30 Off Rec, Corporation st, Birmingham

LAING, RALPH DAVIDSON, Cargo Fleet, Yorks, Refreshment House Keeper Feb 26 at 3 Off Rec, 8, Albert rd, Middlesbrough

LEITCHFORD, S R, Bishopsgate st Within, Solicitor Feb 26 at 11 Bankruptcy bldgs, Carey st

LILLIE, ADAM EDWARD, and THOMAS EDWARD JENKINS, Portsmouth, Timber Merchants Feb 26 at 3 George Hotel, High st, Portsmouth

LITTLE, EDWARD HENRY, Thorpe, Norwich, Shoemaker Feb 26 at 2.30 Off Rec, 8, King st, Norwich

LOWDES, WALTER, Woodsetton, nr Dudley, Commission Agent Feb 27 at 11 Off Rec, 199, Wolverhampton st, Dudley

MAN, GEORGE CLAYTON, Howcroft, Gothill, Lincs, Corn Merchant's Clerk Feb 26 at 11.30 Off Rec, St Mary's chambers, Gt Grimsby

MASON, MORRIS WILLIAM, Nottingham, Lace Manufacturer Feb 26 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

NEEDLESTITCHER, DAVID, Dunston House, Stepney Green Feb 26 at 1 Bankruptcy bldgs, Carey st

NELSON, THOMAS BUTLER, Preston, Lancs, Tin Plate Worker Feb 26 at 11.30 Off Rec, 13, Winckley st, Preston

NICHOLAS, JOHN, Fawcley, Liverpool, Fruiterer Feb 26 at 12 Off Rec, 33, Victoria st, Liverpool

PALMER, THOMAS VINCENT, Southtown, Gt Yarmouth, Builder Feb 26 at 12.30 Off Rec, 8, King st, Norwich

PERRELL, VARS, Queen's rd, St John's Wood Feb 26 at 11 Bankruptcy bldgs, Carey st

PICKES, JOHN, Coppice Green, nr Shifnal, Salop, Farmer March 4 at 12.30 County Court Office, Madeley

PRESTON, JOHN HENRY, Southport, Fancy Draper Feb 26 at 11 Off Rec, 35, Victoria st, Liverpool

REED, THOMAS HENRY, New Tredgar, Mon, Collier Feb 26 at 12 Off Rec, 144, Commercial st, Newport, Mon

ROGERS, ROBERT ALBERT, Rhosyllen, Denbigh, Grocer Feb 26 at 11.30 Crypt chmbrs, Bessiegate row, Chester

ROWE, JOHN, Broasley, Salop, Baker March 4 at 1.30 County Court Office, Madeley

SADLER, WILLIAM HENRY, Bristol, Licensed Victualler Feb 26 at 11.45 Off Rec, 25, Baldwin st, Bristol

SMITH, J BRADLEY, Leicester, Corn Factor Feb 26 at 12 Off Rec, 1, Derridge st, Leicester

SQUARE, HENRY, Kingsbridge, Devon, Solicitor Feb 27 at 3 Gerson Hotel, Paignton

STRETTON, THOMAS CHARLES, Cophall av, Throgmorton st, Feb 27 at 12 Bankruptcy bldgs, Carey st

TAMMADGE, ALFRED, Queen's rd, Dalston, Bookbinder Feb 26 at 12 Bankruptcy bldgs, Carey st

THURBER, JULIAN ADAIR, Cookham, Berks Feb 27 at 11 Bankruptcy bldgs, Carey st

URWILL, CHARLES WILLIAM, Moss Side, Manchester, Collector Feb 26 at 2.30 Off Rec, Byrom st, Manchester

VERITT, MATTHEW HENRY, Padsey, Bramley, Leeds, Licensed Victualler Feb 26 at 11.30 Off Rec, 24, Bond st, Leeds

WAINSWORTH, CHARLES, Preston Feb 26 at 12 Off Rec, 13, Winckley st, Preston

WIMBELL & CO, H, Merton, Surrey, Glass Merchants Feb 26 at 11.30 132, York rd, Westminster Bridge

WOOD, DAVID, Yeasdon, Yorks, Hauling Contractor Feb 26 at 11 Off Rec, 24, Bond st, Leeds

WORLEY, JOSEPH, High Wycombe, General Carrier Feb 27 at 12 Off Rec, 1, St Aldate st, Oxford

WRIGHT, WILLIAM, Leigh, Lancs, Bricksetter Feb 26 at 3 13, Exchange st, Bolton

ADJUDICATIONS.

ANDREWS, ALFRED, Aldershot, Tailor Guildford Pet Feb 14 Ord Feb 14

ATHERTON, ERNEST BROOK, Gt Yarmouth, Plumber Gt Yarmouth Pet Feb 15 Ord Feb 15

BERRY, NELSON, Deal, Boarding house Keeper Canterbury Pet Feb 13 Ord Feb 13

BOSTANDJOLLOU, STYLIAIOS, Manchester, Shipper Manchester Pet Jan 31 Ord Feb 14

BRITTON, ARTHUR WILLIAM, Oakeshaw, Durham, Colliery Overman Durham Pet Feb 14 Ord Feb 14

BROWN, THOMAS, Whitwell, Derby, Fruiterer Sheffield Pet Feb 13 Ord Feb 13

CARTWRIGHT, JOHN, Stafford Stafford Pet Jan 31 Ord Feb 14

CURTIS, WILLIAM, Liddington, Rutland, Saddler Leicester Pet Feb 15 Ord Feb 15

DOUST, HENRY THOMAS, Canterbury rd, West Kilburn, Baker High Court Pet Feb 14 Ord Feb 14

EDWARDS, SAMUEL, Gt Yarmouth, General Shop Keeper Gt Yarmouth Pet Feb 15 Ord Feb 15

FAWCETT, ALBERT, Copmanthorpe, York, Corn Merchant York Pet Feb 14 Ord Feb 14

GIBSON, BERNARD AUGUSTINE, Swindon, Grocer Swindon Pet Feb 15 Ord Feb 15

GIBSON, HERBERT, Gt Grimsby, Refreshment house Keeper Gt Grimsby Pet Feb 13 Ord Feb 13

HENDERBY, ARTHUR WILLIAM, Hartow rd, Paddington High Court Pet Feb 13 Ord Feb 13

HOLLOWAY, JOSEPH, Oldbury, Worcester, Painter West Bromwich Pet Feb 13 Ord Feb 13

JACKSON, WALTER, Fallowfield, Manchester, Manufacturer Manchester Pet Jan 25 Ord Feb 13

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

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Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

JEWELL, CHARLES HENRY, Wimborne, Dorset, Boot Dealer
 Poole Pet Feb 15 Ord Feb 15
JONES, GEORGE HENRY, Gresham, nr Rotherham,
 Yorks, Carting Contractor Sheffield Pet Feb 14 Ord
 Feb 14
JONES, WILLIAM HENRY, Bargoed, Glam, Newsgent
 Merthyr Tydfil Pet Feb 14 Ord Feb 14
LAING, RALPH DAVISON, Cargo Fleet, Yorks, Refreshment
 House Keeper Middlebrough Pet Feb 13 Ord
 Feb 13
LONG, FREDERICK, Calne, Wilts, Fork Butcher's Assistant
 Swindon Pet Feb 15 Ord Feb 15
LOOSHOORER, ROBERT FRANCIS, Tiverton, Devon, Solicitor
 Exeter Pet Oct 3 Ord Nov 5
LOWDES, WALTER, Woodsetton, nr Dudley, Commission
 Agent Dudley Pet Feb 11 Ord Feb 14
MARRS, AARON, Strand, Tailor High Court Pet Jan 18
 Ord Feb 14
MARRS, ABRAHAM ISAAC, Blackpool, Wall Paper Dealer
 Barrow in Furness Pet Feb 15 Ord Feb 15
MCMURRY, ARTHUR WILLIAM, St Albans, Cabinet Maker St
 Albans Pet Jan 21 Ord Feb 12
PALFRAMAN, JOSEPH MERVYN, Howden, Yorks, Butcher
 Kingston upon Hull Pet Feb 14 Ord Feb 14
PETTY, ARTHUR ROBERT, Middlebrough, Tinsmith
 Middlebrough Pet Feb 13 Ord Feb 13
RAISTRICK, WALTER, Leeds Dewsbury Pet Feb 13 Ord
 Feb 13
ROBIN, WILLIS, Moss Farm, Eaton, nr Congleton, Chester,
 Farmer Macclesfield Pet Feb 4 Ord Feb 15
ROWE, JOHN, Broseley, Salop, Baker Madeley Pet Feb 13
 Ord Feb 13
SIMPSON, VERNON, Pembridge sq, Baywater High Court
 Pet Oct 19 Ord Feb 13
SNELL, CHARLES, Gt Grimsby, Painter Gt Grimsby Pet
 Feb 14 Ord Feb 14
STUBBS, HENRY, Liverpool, Tailor Liverpool Pet Jan 22
 Ord Feb 13
VERITT, MATTHEW HENRY, Pudsey, Bramley, Leeds,
 Licensed Victualler Leeds Pet Feb 14 Ord Feb 14
WAINSWORTH, CHARLES, Preston, Lancs Preston Pet Feb 7
 Ord Feb 15
WELLS, JOSEPH, Skerton, nr Lancaster, Grocer Preston
 Pet Jan 30 Ord Feb 15
WILLIAMS, FREDERICK CHARLES, Cardiff, Builder Cardiff
 Pet Feb 11 Ord Feb 11
WIRDMAN, JONATHAN ROBERT, Burford, Oxford, Hairdress
 Maker Oxford Pet Feb 14 Ord Feb 14
WOOD DAVID, Ynadon, Yorks, Hauling Contractor Leeds
 Pet Feb 14 Ord Feb 14
WOOD, GEORGE CADELL, Broad at av High Court Pet
 Nov 14 Ord Feb 15
WRIGHT, CHARLES ALBERT, Gt Cornard, Suffolk, Com-
 mission Agent Colchester Pet Feb 15 Ord Feb 15
WRIGHT, WILLIAM LEIGH, Lancs, Bricksetter Bolton Pet
 Feb 14 Ord Feb 14
 Amended notice substituted for that published in the
 London Gazette of Jan. 31:
COLERIDGE, THOMAS, Fleetwood, Lancs, Fish Oil Manu-
 facturer Preston Pet Jan 29 Ord Jan 29
ADJUDICATION ANNULLED.
HEFFERNAN, THOMAS, Holland rd, Kensington Adjud July
 13, 1900 Annual Feb 14, 1908

MR. F. F. MONTAGUE, LL.B., continues
 to PREPARE for the SOLICITORS' FINAL and
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 LEICESTER SQUARE, W.C.

President: THE EARL OF CHESTERFIELD.
 Vice-Presidents: LORD STANLEY.
 Sir EDWARD HASSOON, Bt., M.P.
 Treasurer: GUY PYM, Esq.

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 patients yearly, 8,000; number of attendances, 36,000.

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 Home Counties preferred, by Solicitor (29), fully qualified,
 with £1,500.—Apply Messrs. ARNOLD & Co., above.

TO SOLICITORS AND Others.—Re ELIZA
 LETITIA HUMBLE, Deceased.—The above, who
 was the daughter of Dr. William Edward Humble, of Corfe
 Castle, died on the 22nd November, 1899. It is believed she
 may have made a Will. Anyone who has any such Will in
 his possession is requested to kindly communicate with
 Messrs. SKWELL, EDWARDS, & NEVILL, of 35, Backlersbury,
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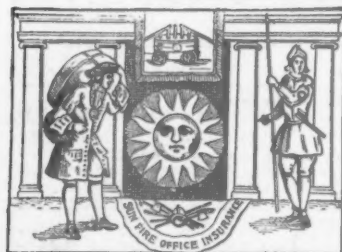
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